

Exhibit 3
Scope of Work

| | | DETAILS |
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| Contractor Initial Inspection | Includes: Initial inspection to B.O., documentation, work order generation. | Perform all work needed for a full assessment of the property as per the guidelines of the STEP Program. |
| Interior Debris, Remove to Street Right of Way | Includes: Hourly labor rate for a demolition laborer. | Removal of any personal property or debris not covered by below line items. B.O. Furnishings. |
| Exterior Debris, Remove to Street Right of Way (Removal of debris obstructing access or egress of the building. B.O. vegetation, Collapse) | Includes: Hourly labor rate for a demolition laborer. | Removal of debris obstructing access or egress of the building. B.O. vegetation, Collapse. |
| Dehumidifier (500 Square Feet) | Includes: Supply and install a dehumidifier unit with built-in pump, 115v, 15 amps, 20 pints per 24 hours. | Supply and install a dehumidifier to dry out covered spaces. |
| Clean and Sanitize | Includes: Clean, sanitize and apply mold control to interior of residence with the use of disinfectants and fungicide. | Clean, sanitize, and apply mold control to exterior and interior of residence. |
| Pest Control | Apply pest control treatment for houses experiencing flood related pest issues (fleas and rodents). | Application of appropriate pest control spray or other substance to make the house. |
| Gas Line Replacement - Interior | Includes: Evaluate existing gas line and replace damaged or missing gas line as per code. | Includes the replacement of damaged or missing gas lines found in home. |
| Sink, Bathroom, Re-install | Includes: Labor cost to disconnect and detach sink/faucet, move to an adjacent room for storage, and re-install at a later time. | Detach and Re-install bathroom sink and faucet located onsite and operable at time of inspection. |
| Sink, Bathroom, New | Includes: Labor cost to disconnect and detach sink, faucet and p-trap, discard and install new sink, faucet and p-trap. Sink shall be without chrome, 1.2 GPM faucet (water efficient) and PVC p-trap. For vanity style cabinets use 24 1/2", two door wood bathroom vanity, available retail color. | Replace sink and base cabinets if necessary. Example may include a stand alone basin or of vanity style cabinets with sink. |
| Sink, Kitchen, Re-install | Includes: Labor cost to disconnect a single or double bowl sink and faucet from supply lines and p-trap, move to an adjacent room for storage, and re-install at a later time. | Reinstall kitchen sink if located onsite and operable at time of the site visit. |
| Sink, Kitchen, New | Includes: Labor cost to disconnect a single or double sink and faucet from supply lines and p-trap, detach and discard. Install new stainless steel polished finish 22 1/2" x 18 1/2" x 11 1/2" bowls. | Replace base cabinets with standard stainless steel sink and faucet. Provide single bowl sink. |
| Toilet and Tank, Clean and Reinstall | Includes: Labor cost to disconnect and detach a toilet, move to an adjacent room for storage, and re-install at a later time. Charcoal storage supply new wax ring, flange. | Labor cost to disconnect and detach a toilet, move to an adjacent room for storage, and re-install at a later time. |
| Toilet and Tank (new) | Labor cost to remove and to discard existing toilet tank. Supply and install new wax ring, universal toilet 1.6 gallons per flush and toilet seat with accessories. | Labor cost to disconnect and detach a toilet, labor cost to remove and to discard, install new toilet and to sit as specified. |
| Shower Stall Fiberglass, Replace | For Special Needs Situations, includes: Shower, drain set, and installation labor. Labor cost to remove and clean existing shower unit and re-install if located onsite and operable. | Reinstall shower with rod and curtain if located onsite and operable at the time of the site visit. |
| Shower Stall Fiberglass, New | For Special Needs Situations, includes: New Shower stall, drain set, and installation labor. Labor cost to remove existing shower unit and to discard in a job-site. | Replace with new unit. Rod and curtain included, no doors. |
| Shower Stall Fiberglass, Replace | Includes: Labor cost to remove and clean existing shower/tub unit and re-install if located onsite and operable. Tub and shower combination, drains. | Reinstall tub/shower if located onsite and operable at time of the site visit. |
| Shower Stall Fiberglass, New | Includes: Labor cost to remove a tub and shower combination unit and to discard in a job-site waste receptacle. Provide new 60" x 31 1/2" x 74 1/2", four-piece tongue and groove tub with white. | Replace tub/shower with new unit. |
| Water Heater, Inspect and Test, Return to Service | Includes: Labor cost to inspect water heater and return to service. | Inspect and test water heater where visible signs of being submerged are observed, and return to service. |
| Water Heater, Inspect and Test, Repair | Includes: Labor cost to inspect water heater and repair minor damage. Excludes any replacement. | Inspect and test water heater where visible signs of being submerged are observed, and repair. |
| Water Heater, Inspect and Test, Replace, 40 Gallon New | Includes: Labor cost to remove a water heater and discard. Supply new gas or electric water heater, in-line ball valve for tubing, pressure relief valve, two flexible supply lines, and installation labor. | Replacement of water heater if found to be inoperable during inspection. |
| Water Supply, Decalcification | Includes: Laboratory line, surface test swab or water test kit, and labor to take a sample and mail to the lab. | Decalcification of water supply if found to be compromised by surface water. |
| Install Churn with Premix Feed System | Includes removal of damaged churn and replacement of a #20 gallons tank, UV protected, FDA approved resin, 15 gallons hydro pneumatic pressurizing tank, 1/2 HP pump with bladder NSF approved. Assume 30 feet 1/4" dia cast feeding line (for exterior use). | Includes removal of damaged churn with pressurized system and replacement of unit as specified. |

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| Cistern Installation; gravity-fed | Includes removal of damaged cistern and replacement of a 400 gallons tank, UV protected, FDA approved resin, assume 30 feet of 1/2" dia cpvc supply lines, check valve and gate valve. Assume 30 feet 3/4" dia cpvc feeding line (for exterior use). | Includes removal of damaged (gravity-fed) cistern and replacement of unit as specified. |
| Sewer Line, Auger | Includes: Sewer line auger and labor to perform clean-out. | Snake any clogged drains or toilets found during site assessment. |
| Sewage Ejector Pump; replace | Includes: Sewage ejector pump and installation labor, 170 GPM, 3/4 HP, 115V, UL motor. | Replacement of sewage ejector pump if found to be inoperable during inspection. |
| Repair and/or Replace Cistern Pump | 1 1/2 HP pump with bladder NSF-approved | This is a portion of the repair or replacement work associated with a cistern with pressurized system. |
| Repair and/or Replace Cistern Pressure Tank | 15 gallons hydropneumatics pressurizing tank | This is a portion of the repair or replacement work associated with a cistern with pressurized system. |
| Replace Holding Tank for Cistern | Make existing cistern tank inoperable by removing or plugging piping. Install new 400 gallon tank as close as possible to the existing location. 400 gallons tank, UV protected, FDA approved resin. | This is a portion of the repair or replacement work associated with a cistern with pressurized system. |
| Install new piping as needed for cistern | 3/4" dia cpvc feeding line (for exterior use) | This is a portion of the repair or replacement work associated with a cistern with pressurized system. |
| Collection feed system to Tank | This includes repair and/or replace of gutter, downspout, and other collection system leading to the cistern | This is a portion of the repair or replacement work associated with a cistern with pressurized system. |
| Replace Holding Tank for Cistern | Make existing cistern tank inoperable by removing or plugging piping. Install new 400 gallon tank as close as possible to the existing location. 400 gallons tank, UV protected, FDA approved resin. | This is a portion of the repair or replacement work associated with a cistern with gravity system. |
| Install new piping as needed for cistern | 1/2" dia. Cpvc for interior use and 3/4" dia cpvc feeding line for exterior use. | This is a portion of the repair or replacement work associated with a cistern with gravity system. |
| Collection feed system to Tank | This includes repair and/or replace of gutter, downspout, and other collection system leading to the cistern | This is a portion of the repair or replacement work associated with a cistern with gravity system. |
| Sewer Line, Replace | If auguring reveals that the line has been damaged and is no longer operational, excavate remove replace and backfill sufficient new line to make the line operational | Pipe lining and pipe bursting may be used in lieu of complete replacement. Costs will be paid based on linear foot of pipe lined or burst. |
| Refrigerator, 9.2 CU FT | Includes: Supply and install 9.2 CU FT Compact Refrigerator, 220-220V, 100-400 watts. Color; available email color | Replace appliance if current appliance is no longer functioning. |
| Free Standing Gas Ranged burner and oven | Includes: up to 30in. 4.8 cu. Ft. oven free standing gas range, propane conversion gas hook up. | Replace appliance if current appliance is no longer functioning. 30" size unless smaller is needed to fit existing space. Flat top range is acceptable. |
| Free Standing Electric Range & burner and oven | Includes: up to 30in. 4.8 cu. Ft. oven free standing electric range, 120/240V, 2100-2150W. | Replace appliance if current appliance is no longer functioning. 30" size unless smaller is needed to fit existing space. Flat top range is acceptable. |
| Countertop Microwave | Includes: Countertop Microwave 0.9 CU FT or larger, 110/120V, 700-900W. | Replace appliance if current appliance is no longer functioning. |
| Electrical System, Inspect and Test | Includes: Minimum charge to perform electrical repairs. Contractor shall verify the grounding system. The electrical system shall have continuity and comply with NFPA 72. All conditions shall be in PVC. | Intermittent electrical outage observed by inspector or homeowner. Ex: Flickering lights or appliances are observed during site visit. |
| Electrical Receptacles and Switches, Replace | Includes: Labor cost to remove outlet and face cover and to discard to right of way of street. Supply new Tamper Resistant outlet, plastic cover, and installation labor, tampered | Replacement of electrical outlet per room as needed. |
| Terminate Electrical Receptacle and cover | Includes: Supply Plastic cover and installation labor. Labor cost to terminate power supply to unused outlet and place a cover over the outlet. | Alignment for termination of any unused inoperable outlets. |
| Electrical GFI Receptacle, Replace | Includes: Supply Standard ground fault Interrupter outlet, plastic cover, and installation labor. Labor cost to remove a standard ground fault interrupter outlet and cover and to discard to right of way of street. GFI Self-Test 15A-125V Weather-Resistant Duplex Receptacle | Replacement of GFI electrical receptacle where GFI outlet is inoperable. |
| Electrical 220 volt Receptacle, Replace | Includes: Supply Outlet, cover, and installation labor. Labor cost to remove outlet and cover and remove to right of way of street. Quality: Three conductor 220 volt outlet, 3 wire 50 A/ 740w Grounding, straight blade, flush mount. Single Nema 5-20A/20A/740V | Replacement of 220V electrical receptacle where 220V outlet is inoperable. Ex: Dryer, Window unit. |
| Electrical Main Panel, Clean and Repair | Includes: Cleaning and repair of on site electrical panel. | Cleaning of electrical main panel where water line observed, and repair if troubles/shooting is required. |

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| Electrical Main Breakers, 100/200 Amp, Replace per circuit | Includes: Labor cost to remove a 100/200 amp panel board and to discard to right of way of street. Supply and install new panel board (circuit breakers, and cover). 240V 1 phase -2 poles. Quality: Single phase, 120/240 volt, 100/200 amp. | Replacement of 200 amp breakers if found to be inoperable during inspection. |
| Electrical Auxiliary Panel, Replace | Includes: Labor cost to remove main disconnect circuit breaker and discard to right of way of street and replace existing with similar. | Replacement of electrical auxiliary panel if found to be inoperable during inspection. |
| Electrical Circuit Breaker, 2 Pole, 3-wire, 240 V Replace | Includes: Labor cost to remove a circuit breaker and to discard to right of way of street. Supply and install circuit breaker. Quality: 2 Pole, 3-wire, 240 V | Replacement of 2 pole electrical circuit breaker if found to be inoperable during inspection. |
| Electrical Circuit Breaker, GFI, Replace | Includes: Labor cost to remove a ground-fault circuit interrupter and to discard to right of way of street. Supply and install new ground-fault circuit-interrupter breaker. Quality: 120 volt, 20amps. | Replacement of GFI electrical circuit breaker if found to be inoperable during inspection. |
| Electrical Disconnect Box, replace | Includes: Labor to clean and repair electrical disconnect box. | Removal and replacement of electrical disconnect box where water line observed. |
| Carbon Monoxide (CO) Alarm, hardwired, Replace | Includes: Labor to remove carbon monoxide alarm and to discard to right of way of street. Replace by new Carbon Monoxide (CO) Alarm, Hardwired with battery backup. Interconnectable, Connect to a 120V existing circuit. | Replace any carbon monoxide alarms, hardwired, where found to be inoperable. |
| Carbon Monoxide (CO) Alarm, Battery-Operated, Replace | Includes: Labor to remove carbon monoxide alarm and to discard to right of way of street. Supply and install new Carbon Monoxide (CO) alarm, Battery-Operated. 10-year lithium battery. | Replace any carbon monoxide alarms, Battery-Operated, where found to be inoperable. |
| Smoke Alarm, Hardwired with Battery Backup, Replace | Includes: Labor to remove smoke alarm and to discard to right of way of street. Smoke Alarm, Hardwired with battery backup, dual photoelectric and ionization. Connect to a new 120V dedicated circuit. | Replace any smoke alarm where found to be inoperable. |
| Smoke Alarm, Battery-Operated, Replace | Includes: Labor cost to remove a smoke alarm and remove to right of way of street. Battery-operated smoke alarm and installation labor. 10-year lithium battery. | Replace any smoke alarm where found to be inoperable. |
| Plastic plate covers for electrical boxes | All electrical receptacles and electrical switches in the home must have plastic covers. Where there is no cover present or cover is badly broken so that it does not shield from potential electrical shock, provide it. | Provide and install plastic plate covers for all receptacles and switches in the house. |
| Ceiling fan, replace | Includes: one complete ceiling fan fully installed. Hard-wired AC fan, multi-speed (minimum 3), minimum low RPM 50, maximum high RPM 225, Diameter of blades (tip to tip) 42" (can be less down to 35" if homeowner request or space limitations so dictate), Energystar compliant. | Install with blades minimum 7.5 feet above the floor and minimum clearance from blades to any obstruction of 6". If clearances cannot be met, request clarification. Controls may be wall-mounted, remote, or pull chain. |
| Ceiling fan with light kit, replace | Includes: one complete ceiling fan with light kit fully installed. Hard-wired AC fan, multi-speed (minimum 3), minimum low RPM 50, maximum high RPM 225, Diameter of blades (tip to tip) 42" (can be less down to 35" if homeowner request or space limitations so dictate), Energystar compliant. Light kit to be integral or specifically manufactured for use with the ceiling fan make and model. Lights to be comparable to two 60-watt bulbs. | Install with blades minimum 7.5 feet above the floor and minimum clearance from blades to any obstruction of 6". Minimum clearance of light to be 6.75 above the floor. If clearances cannot be met, request clarification. Controls may be wall-mounted, remote, or pull chain. |
| Plastic plate covers for electrical boxes | All electrical receptacles and electrical switches in the home must have plastic covers. Where there is no cover present or cover is badly broken so that it does not shield from potential electrical shock, provide it. | Provide and install plastic plate covers for all receptacles and switches in the house. |
| Handicap Ramp | Includes: Labor and materials to replace handicap ramp, landing, stairs, and guardrail. Quality: Treated Lumber and ramp up to 4' wide. Comply with the UFAS (Uniform Federal Accessibility). | Replace handicap ramp, landing, stairs, and guardrail. |
| Access Porch Repair | Includes: Labor cost to remove deck planking and haul to street right of way. Supply and install 2x6 lumber and nails to repair porch. Quality: Pressure-treated S-P #2 prime. | Minor repair for any porch items essential to egress pathway from the home. |
| Framing Repair | Includes: Exterior/Interior/Floor/Stair/Door/window system rough carpentry balloon framing/boarding for miscellaneous. | 1 unit of framing repair equals: 31 Partial infill of one doorway to new size opening for a smaller door. 21 Partial infill of a window to revise opening for a smaller window, a window unit, or vintage of as applicable unit. 31 16 linear feet of board length for framing members installed. 6) Siding as required to make roof or wall repairs per scope (where required). |
| Plywood and sheathing | Provide and install plywood sheering up to 3/4" thickness to match existing. Can be used for sub floor and roof sheathing. | Thickness varies to match existing surface. |
| Exterior Door Repair and Re-Hang | All work necessary to repair existing door frame and re-hang existing door including rough carpentry finish carpentry, trimmers, and hardware. | Re-hang existing door rather than provide new door if requested by owner. |

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| Door, Interior, Replacement | Includes: Pre-hung semi-solid wood interior door, hinges, jamb, stop, casing (both sides), finish nails, wood shims, and installation labor. Match existing, assumed to be less than or equal to 36" | Replacement of any interior door if found to be inoperable due to storm damage |
| Door, Exterior, <u>STU</u> Standard Entry, Replace | Includes: Exterior door, hinges, jamb, stop, brick mold, casing (one side), finish nails, screws, wood shims, and installation labor. Quality: Insulated metal flush (smooth) or panel door with threshold, weather-strip, and pre-drilled holes for lockset. Paint grade softwood jamb and 2 1/4" paint grade casing. | Replace any exterior door to egress from per home if no exterior doors are functional due to storm damage |
| Window, Glass, Replace | Includes: 1/4" thick, clear float glass pane, rubber gasket or window caulk, removing old glass and installation labor. Single glazed based on a unit of square feet. Replacement windows are to be single hung, single glazed, vinyl and based on a unit of square feet | This line item is for replacing panes of glass within any window and not for replacing entire windows due to storm damage |
| Window, Aluminum, Replace | Includes: Labor cost to remove a medium size window and remove to right of way of street. Supply and install vertical aluminum window, screen, and installation labor. Quality: 13-19 SF medium grade aluminum window type "Mitre". | This line item will be used for replacing entire windows in the event that the existing window has already been removed or the existing window is intended to be operable but cannot be repaired due to storm damage. |
| Window, Vinyl, Replacement | Includes: Labor cost to remove a medium size window and remove to right of way of street. Replacement windows are to be single hung, single glazed, vinyl and based on a unit of square feet | This line item is for replacing entire windows with vinyl. This will be used if an existing operable double hung window exists or existed within the room which cannot be repaired or returned to operability. |
| Door, Exterior, Wood, Standard Entry, Replace | Includes: Exterior hardwood door, hinges, jamb, stop, brick mold, casing (one side), finish nails, screws, wood shims, and installation labor. Quality: Insulated metal flush (smooth) or panel door with threshold, weather-strip, and pre-drilled holes for lockset. Paint grade softwood jamb and 2 1/4" paint grade casing. | Replace any exterior door to egress from per home if no exterior doors are functional due to storm damage |
| Window, Operable, Repair | Includes: The repair of the window so that it operates to the same extent that the manufacturer intended. Operable defined as the window is able to open to the extent intended and then closed to form a seal. | This will be done for any window per room due to storm damage. |
| Door, Exterior, Fiberglass, Standard Entry, Replace | Includes: Exterior fiberglass door (6'-8" x 3'-0" or nearest standard size from manufacturer), hinges, jamb, stop, brick mold, casing (one side), finish nails, screws, wood shims, and installation labor. Quality: Door face plate to be minimum .125 inch thick fiberglass reinforced plastic molded into one continuous sheet. Smooth or panel door with threshold, weather-strip, and pre-drilled holes for lockset. Paintable. Color at contractor option - white preferred. Tested to requirements of Florida Building Code TAS 201 for Large Missile Impacts. Paint grade softwood jamb and 2 1/4" paint grade casing. | Replace any exterior door to egress from per home due to storm damage |
| Door, Exterior, Sliding Glass | Includes: Patio style Two-panel (6'-8" x 5'-0" size for both panels - or nearest standard size from manufacturer), casing (as needed), finish nails, screws, wood shims, and installation labor. One panel fixed and the second panel operable. Quality: Fiberglass, aluminum, or vinyl. | If the glass can be replaced without replacing the door, then use line item G-3. Replace if the sliding glass door is the primary egress or if the glass has been shattered and is needed to protect the interior of the house from the external environment. |
| Drywall, Remove | Includes: Labor cost to remove drywall, including screws and/or nails, and remove to right of way of street. | Remove drywall around any electrical receptacle being replaced or if bathroom walls are replaced. |
| Drywall, Install (Do not tape, float, or paint) | Includes: Mold tough drywall (Gypsum Board), drywall nails, grabber screws, and installation labor. Quality: up to 5/8" drywall to match existing, hung, no tape or finish. | Replace drywall around any electrical receptacle being replaced or if bathroom walls are replaced |
| A/C Unit, Inspect and Test | Includes: Minimum charge for one air conditioning cleaning. Inspect refrigerant charge, control board and compressor amperage. | Intermittent A/C outage observed by inspector or homeowner. Ex: No air coming through vents, thermostat inoperable or visible signs of |
| A/C Unit Repair | Includes: Calculated average cost for repair of 1 (labor to test for refrigerant leaks and compressor and fan proper function) When necessary, recharge refrigerant. | The extent of replacement is as necessary to return the residence to a safe and functioning shelter. |
| A/C Unit Replacement | Includes: Air conditioning unit and installation labor. Labor cost to remove the damaged air conditioning unit and replace. Unit shall be window unit or portable floor unit with exterior ducting. Unit to be up to 12,000 BTU, one/ky star, E.E.R. 12 (min.), 115V/20A/60Hz | Replacement of unit if inspector or homeowner declares to be inoperable. Unit of one (1) unit per dwelling. May be placed in Applicant's choice of room. Unit may be less than 12,000 BTU only if the homeowner requests a smaller unit (smaller unit) or the opening for the unit in the wall requires a smaller unit to avoid structural damage to the building. |
| Baseboards, Removal | Includes: Labor cost to remove baseboard and remove to right of way of street. | Removal of baseboards where water damage has compromised material. |

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| Cabinet, Interior, Remove and Reinstall | Includes: Labor cost to detach lower cabinetry units, move to an adjacent room for storage, and reinstall at a later time. <u>Wet, damaged cabinets shall not be re-installed. Installation of new base cabinets is to only be provided as necessary for one lavatory and one kitchen sink, as well as appliance storage space. Includes: Flat-laid plastic laminate counter top and installation labor. Quality: Average grade 25" wide countertop with laminate front edges. Pre-fabricated countertop with</u> | Remove base cabinetry if water line observed on or around units. |
| Cabinet, Interior, Detach | Includes: Labor cost to detach lower cabinetry units and remove to right of way of street. | Remove base cabinetry if water line observed on or around units. |
| Cabinet New Installation (two 30 inches modules and 60" base cabinet) | Includes: Supply and install new wall and base cabinets. Is to only be provided as necessary for one lavatory and one kitchen sink, as well as appliance storage space. | Install new wall and base cabinet |
| Floor Covering, Remove | Includes: Labor cost to remove carpet flooring and remove to right of way of street. | Removal of any "water absorbing" floor covering discovered to be compromised by surface water. <u>Carpet or vinyl.</u> |
| Minor Roof, Exterior Repair to Weatherproof Residence | Includes: Material and labor work to apply a 100% solid, silicone, 20 mil., fluid-applied waterproofing membrane. | Any minor roof damage observed during inspection. <u>This is for crack and spot repair.</u> |
| Corrugated Metal Roof Repair | Includes: Material and labor costs to install a corrugated, 26ga., galvanized steel sheeting. | Any minor roof damage observed during inspection. |
| Roof Repair: paint on flexible roof membrane | Includes: Material and labor costs to install for the repair of multiple small leaks | <u>This is for area repair of membrane roofs.</u> |
| Roll on Electrical Contractor | Electrical Contractor to mobilize to the site | If Electrical contractor's license needs to be recoverable at FSV. |
| Roll on Mechanical Contractor | Mechanical Contractor to mobilize to the site | If Mechanical contractor's license needs to be recoverable at FSV. |
| Roll on Plumbing Contractor | Plumbing Contractor to mobilize to the site | If Plumbing contractor's license needs to be recoverable at FSV. |
| Contractor Final Inspection | Inclusive of final inspection and documentation. | Per form all work needed for a full assessment of the property as per the guidelines of the |

Exhibit 4
FEMA Recovery Program Guidance

U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472



FEMA

November 17, 2017

MEMORANDUM FOR: William L. Vogel
Federal Coordinating Officer
FEMA-4335-DR-VI
FEMA-4340-DR-VI

Thomas Von Essen
Regional Administrator
FEMA Region II

FROM: Alex Amparo
Assistant Administrator
Recovery Directorate

A handwritten signature in black ink, appearing to read "Alex Amparo".

SUBJECT: Sheltering and Temporary Essential Power (STEP) Pilot Program
for FEMA-4335-DR-VI and FEMA-4340-DR-VI - Amendment

This memorandum amends the Sheltering and Temporary Essential Power (STEP) Pilot Program for the Territory of the Virgin Islands of the United States under FEMA-4335-DR-VI (Hurricane Irma) and FEMA-4340-DR-VI (Hurricane Maria) approved on October 27, 2017.

Implementation of STEP must be in accordance with the provisions of the attached policy. Specifically, this amended policy extends the timeframe for collection of Rights of Entry and the performance of eligible work, and raises the cap under STEP for this event to \$25,000.00 per residence for all eligible properties pursuant to updated cost estimate information for eligible emergency work.

If you have any questions, please contact Christopher Logan, Director of the Public Assistance Division, via email at Christopher.Logan@fema.dhs.gov.

Attachment

www.fema.gov

APTIM0078



FEMA

RECOVERY PROGRAM GUIDANCE

I. TITLE: Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA-4335-DR-VI and FEMA-4340-DR-VI

II. DATE: November 17, 2017

III. PURPOSE:

The Territory of the U.S. Virgin Islands (Territory) experienced extreme wind and flooding events beginning on September 5, 2017 with Hurricane Irma and September 19, 2017 with Hurricane Maria. The Territory has experienced moderate to severe damage to residences displacing residents and overwhelming sheltering and temporary housing resources in the affected area. To address this need, FEMA is authorizing Public Assistance funding under Section 403 of the Stafford Act for a Sheltering and Temporary Essential Power (STEP) Pilot Program to enable the Territory to perform minor emergency repairs in single-family owner-occupied residences. Where safe and practicable, STEP may enable residents to return to or remain in their homes as a form of shelter while permanent repairs are completed, thereby reducing the number of individuals in congregate shelters or requiring assistance through the Transitional Shelter Assistance (TSA) Program. STEP will also return survivors and communities to normalcy by allowing schools serving as shelters to re-open, hastening the pace of overall community recovery.

IV. OBJECTIVES:

- A. STEP is intended as a life safety measure, to protect public health and safety, to protect property, and to enable survivors to shelter at home. STEP provides an alternative emergency sheltering option to address needs not met through congregate sheltering and the TSA Program or other forms of sheltering assistance due to capacity issues (e.g., lack of available hotels/motels or other longer term sheltering options that would afford a higher degree of privacy than congregate shelters). It is also meant to minimize the disruption of communities by enabling the Territory to help survivors shelter in their own homes when safe and appropriate.
- B. FEMA will deliver the STEP program through reimbursement to the Territory. Prior to starting work, the Territory must provide the legal authority for the Territory to assert legal responsibility to enter private property to perform emergency work. Once the legal authority has been established, FEMA will reimburse eligible costs, subject to



FEMA RECOVERY PROGRAM GUIDANCE

any applicable cost share for Public Assistance (PA) Category B, *Emergency Work*, for a STEP program administered by the Territory. In the event of any cost share adjustment, the cost share for STEP activities will be set at the prevailing rate on the date the work is performed. The Territory will perform or contract for the performance of authorized emergency protective measures. Individual residential property owners are not eligible for reimbursement under STEP and the Territory may not provide funding to individual residential property owners under STEP.

V. **SCOPE AND AUDIENCE:** This policy is limited to FEMA-4335-DR-VI and FEMA-4340-DR-VI and is intended to guide all FEMA personnel responsible for providing STEP assistance.

VI. **AUTHORITY:** Section 403, 42 U.S.C. 5170b(a)(3)(B) and (I), and 5170b(a)(4) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.

VII. **POLICY:**

A. STEP is for disaster-damaged single-family owner occupied residential properties only, to include duplexes and townhomes. Other types of owner occupied residences may only be approved by the Federal Coordinating Officer (FCO) on a case-by-case basis and supported by written justification from the Territory to include feasibility and cost effectiveness. Commercial properties and commonly owned areas, structures, or equipment are not eligible for removal, maintenance, repair, or replacement under this program.

B. The Territory is authorized to administer STEP throughout the entire Territory.

C. Within 45 days from the date of issuance of this policy and prior to beginning work, the Territory must demonstrate it has the legal responsibility to undertake the proposed actions in response to the sheltering need by providing to FEMA the legal authority under which the emergency work will be performed. Note that legal authorities regarding police powers are general in nature and may not be specific enough to demonstrate legal responsibility.

D. Within 90 days from the date of issuance of this policy, for each property where STEP repairs are performed, the Territory must obtain a Right of Entry (ROE) from each property owner on a form approved by FEMA. The ROE allows FEMA and the Territory, or authorized contractors and representatives access to the property. In addition to the



FEMA

RECOVERY PROGRAM GUIDANCE

ROE, the Territory must obtain a signature from the property owner agreeing to participate in STEP and an approved proof of ownership. A sample ROE and participation agreement is included in this policy as an appendix. Property owners interested in participating in STEP that sign the ROE and participation agreement are also required to register for FEMA assistance.

- E. All STEP work must be completed within six months of the date of the major disaster declaration (FEMA-4340-DR-VI). STEP work will not be initiated on a property without the submission of:
1. A signed ROE;
 2. A signed participation agreement;
 3. Approved proof of ownership; and
 4. A FEMA Registration Number, even if the homeowner is not eligible for Individual Assistance.
- F. Starting no later than 14 calendar days after the Territory begins executing emergency work under STEP, the Territory must provide a weekly electronic report to include:
1. The aggregate number of ROEs/participation agreements obtained;
 2. The number of properties in the inspection process;
 3. The number of properties where work is initiated;
 4. The number of properties where work is complete; and
 5. The number of properties withdrawn or determined ineligible based on inspection.

On a weekly basis the Territory must provide an electronic report with the following information on residences that received assistance under STEP:

1. The property owner's name and address;
2. The property owner's FEMA Registration Number;
3. When the ROE and participation agreement for STEP was obtained;
4. When the work was initiated;
5. When work was completed;
6. The cost of the emergency work;
7. Scope of the emergency repair work; and
8. The contractor(s) performing the emergency work.

A reporting template is included in this policy as an appendix. The FCO will establish a transmission method for electronic reports. Changes to the reporting requirements will be



FEMA

RECOVERY PROGRAM GUIDANCE

mutually agreed upon by the FCO and Territorial Coordinating Officer or Governor's Appointed Representative.

- G. Emergency work performed through STEP is the sole responsibility of the Territory. Contractors performing emergency work under STEP are hired by and represent the Territory. FEMA makes no warranties of any sort for any assessments or temporary emergency repair work undertaken pursuant to this program.
- H. Eligible emergency work under STEP is capped at \$25,000. The FCO may waive the cap on a case-by-case basis for owner occupants with access and functional needs or if the Territory documents and demonstrates unforeseen or extraordinary circumstances after work commences that justify a reasonable increase in costs associated with work necessary to make a home safe for sheltering purposes. The emergency work must be reasonable, necessary, and include evaluation of low cost options to make the home safe and accessible for sheltering purposes. If a home cannot be made safe and accessible for sheltering purposes for less than the cap, the property is not eligible for STEP assistance. Additionally, if it is determined that a home is not suitable to safely shelter in-place due to the presence of toxic or hazardous materials, that property is not eligible for STEP assistance.

Under STEP, FEMA provides funding for basic, minimal work to survivors' homes to allow survivors to shelter in-place for an extended period. Stafford Act Section 403 is not a repair program, but an authority to provide emergency assistance for life sustaining and public health and safety needs. Consequently, the work under STEP is meant to provide the most basic, life sustaining needs for emergency sheltering, and homes that cannot be made safe for sheltering with this minimal work are not eligible for STEP. Additionally, all work under STEP must comply with applicable Territorial and federal codes, and may include:

1. Work necessary to provide HVAC (if in place prior to the event) and hot water;
2. Work necessary to restore natural gas or propane supply if required for hot water, and/or food preparation;
3. Work necessary to provide potable water supply, including work necessary to repair cisterns – this may include well decontamination if only source of potable water;
4. Work necessary to repair or replace damaged window or wall mounted air conditioning unit(s) and ceiling fans;
5. Weatherproofing to include roof, wall, and windows;
6. Securing or replacing broken windows, and repair or replacement of nonfunctioning exterior and/or necessary interior doors;



FEMA

RECOVERY PROGRAM GUIDANCE

7. Removal of disaster-related debris to curbside necessary to safely enter, inspect, and perform eligible emergency work, and safely shelter in place;
 8. Minor interior and/or exterior work to provide safe access (e.g., stairs, ramps) and living environment;
 9. Repair or replacement of damaged drywall to a level where it removes a threat to health and safety, for the purpose of safely covering any exposed electrical work, or to ensure the home is properly insulated;
 10. Removal and replacement of damaged floor substructure and floor covering using least costly alternative, if necessary;
 11. Ensure one useable bathroom vanity, sink, shower or tub, toilet, and tank;
 12. Ensure functional kitchen facilities to include minimal cooking and refrigeration appliances necessary to shelter in place and/or mini fridges for doctor prescribed medical needs;
 13. Ensure safe sleeping accommodations for all household members;
 14. To a reasonable level, clean and sanitize mold and dirt in the interior of a residence, including duct work, if necessary; and
 15. Items and work necessary to ensure safe shelter for individuals with disabilities or access and functional needs.
- I. Any inspections for code compliance or safety necessary to accomplish work eligible under this program are also eligible for funding and not subject to the cap.
- J. Project management and oversight activities as well as Territorial direct administrative costs are eligible and not subject to the cap. Project management activities may include a call center to register impacted home owners, inspections, data and document collection, auditing of contractor documentation, outreach, contract monitoring and administration, quality assurance and quality control, and reporting.
- K. To be appropriate for STEP, a residence must:
1. Be located within the Territory of the U.S. Virgin Islands;
 2. Be structurally sound such that authorized emergency work can be safely made, and with no impediments blocking access to the dwelling;
 3. Be reasonably able to serve as a suitable long term shelter upon completion of the emergency work authorized under this program; and
 4. STEP participants must obtain a FEMA Registration Number by completing the registration process for FEMA assistance. This will allow FEMA to more effectively track and monitor STEP participants.



FEMA

RECOVERY PROGRAM GUIDANCE

L. Territorial Requirements

1. The Territory will provide the legal authority under which emergency work is performed within 45 days of the date of issuance of this policy.
2. The Territory or its program management contractors will perform all project management activities to include oversight and monitoring of damage assessments, work, code compliance, safety inspections, and ensure occupancy requirements are met for all properties.
3. The Territory or its contractors will obtain a signed ROE and accompanying participation agreement within the timeframe established above from each residential property owner for the type of work to be performed.
4. The Territory is responsible for obtaining, accelerating, and facilitating the issuance of any and all permits required to complete the eligible work, and will arrange, accelerate, and facilitate any and all inspections required by Territorial law, and obtain clearance for temporary occupancy for each property.
5. The Territory will ensure the owner recognizes and certifies their understanding that participation in STEP will make a FEMA Individuals and Households Program (IHP) applicant ineligible for temporary housing assistance, except in limited circumstances, or further TSA or other FEMA sheltering assistance, if authorized, once emergency work is complete and the residence is cleared for occupancy.
6. The Territory must comply with the Federal procurement standards for federal awards in 2 CFR 200.317-326. The Territory will provide FEMA the opportunity to review the procurement plan to provide for this work. The deadline for review will be determined by the PCO in coordination with the Territory.
7. The Territory, or its contractors, will obtain documentation to verify primary residence and ownership as follows:
 - a) Primary residence
 - i. Utility Bill,
 - ii. Merchant's statement,
 - iii. Driver's license,
 - iv. Voter's registration card, or
 - v. Employer's statement such as a wage or earning statement;
AND
 - b) Home Ownership Verification
 - i. Structural insurance,
 - ii. Tax Bill or other tax records available through the tax office,
 - iii. Official's records (notarized document confirming long-term ownership or an original deed or deed of trust to the property



FEMA RECOVERY PROGRAM GUIDANCE

- listing the applicant as the legal owner);
- iv. Mortgage Payment Book,
- v. Affidavit, or
- vi. Title number after viewing and official government document verifying the home address and applicant to own the dwelling.

8. The Territory will submit to FEMA (frequency and means of transmission to be established by the FCO) the supporting documentation below for each property to include:

- a) Owner/occupant's name and address;
- b) FEMA Registration Number;
- c) Right of entry;
- d) Flood and/or homeowners insurance policy or other applicable insurance or certification of no insurance;
- e) Photos of damage;
- f) Damage description and scope of work required;
- g) Work orders for each property describing costs and specific work performed at the property (start and stop dates of work must be included); and
- h) That the home can be made safe for shelter purposes for less than the established cap, and there is no presence of toxic or hazardous materials in the property.

9. The Territory, in coordination with FEMA, will produce communications products about the program for survivors and contractors performing emergency work under STEP that emphasizes the limitations of the program and the emergency nature of repairs. Additionally, the role of contractors as a hired asset of the Territory will be clearly delineated in all communications products.

M. Effect on Other Assistance.

1. STEP assistance is an emergency protective measure provided under Section 403 of the Stafford Act to support efforts to save lives and protect public health and safety, including the provision of emergency sheltering; therefore, STEP emergency protective measures do not affect a FEMA IHP applicant's eligibility for repair, replacement, or permanent or semi-permanent housing construction assistance, if approved, under Section 408 of the Stafford Act and its implementing regulations. Upon receiving STEP, an applicant may only receive



FEMA RECOVERY PROGRAM GUIDANCE

continued rental assistance or direct housing assistance, on a case-by-case basis, when the FCO determines the assistance is appropriate based upon the following factors:

a. Household composition, including the size of the household as well as the number of household members who are children, elderly, individuals with disabilities, or have access and functional needs.

b. There are safety concerns related to occupancy while permanent repairs are being made.

2. Any residence that receives assistance under the U.S. Army Corps of Engineers' Operation Blue Roof Program or under the U.S. Virgin Island's Tarping Program will not be eligible for further roof repair under STEP unless the work is necessary to facilitate electrical power restoration.

3. Participation in STEP will make a FEMA IHP applicant ineligible for further TSA or other FEMA sheltering assistance, if authorized, once emergency work is completed and the home is approved for sheltering occupancy.

4. If a STEP participant refuses to return home once the scope of work for emergency repairs is completed and the property has been cleared to safely shelter in-place then the individual is no longer eligible for TSA. If the scope of emergency work is not properly completed, the STEP participant may be eligible for further TSA.

N. Following the completion of the STEP mission, FEMA will conduct a satisfaction survey of all STEP participants to capture best practices, lessons learned, and inform and improve future implementation of the program.

O. Removal of debris off of a property beyond the public right-of-way is not covered under STEP. For information on debris removal from private property, see FEMA's Public Assistance Program and Policy Guide dated April 1, 2017.

VIII. ATTACHMENTS:

Right of Entry (ROE) Sample Form.
Data Collection Template



FEMA RECOVERY PROGRAM GUIDANCE

IX. ORIGINATING OFFICE: Recovery Directorate.

X. REVIEW DATE: This policy is in effect from the date in paragraph II above for these events.


Alex Amparo
Assistant Administrator
Recovery Directorate

11/17/17
Date

U.S. Department of Homeland Security
Joint Field Office - FEMA-4335/4340-DR-VI
7G & 7H Estate Diamond, 184C Pepper Tree Road
Christiansted, VI 00820



FEMA

December 9, 2017

Governor Kenneth E. Mapp
Office of the Governor
Government House
Charlotte Amalie, VI 00802

Re: Sheltering and Temporary Essential Power (STEP) Program for FEMA-4335-DR-VI and
FEMA-4340-DR-VI

Dear Governor Mapp:

Thank you for your letter of November 29, 2017, requesting a clarification or modification to the Sheltering and Temporary Essential Power (STEP) Pilot Program for the Territory of the Virgin Islands of the United States, under FEMA-4335-DR-VI and FEMA-4340-DR-VI, approved on November 17, 2017.

After reviewing the STEP Pilot Program, FEMA has amended the Program. Section VII.H has been amended to clarify that work necessary to provide essential electrical supply is eligible for reimbursement under the STEP Pilot Program.

Please feel free to contact me if you have any questions or need additional information concerning the STEP Pilot Program.

Sincerely,

A handwritten signature in cursive script that reads "William L. Vogel".

William L. Vogel

Federal Coordinating Officer
Disaster Recovery Manager
FEMA-4335/4340-DR-VI

Enclosure: FEMA Recovery Program Guidance, Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA-4335-DR-VI and FEMA-4340-DR-VI, December 8, 2017.

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FEMA

RECOVERY PROGRAM GUIDANCE

I. TITLE: Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA-4335-DR-VI and FEMA-4340-DR-VI

II. DATE: December 8, 2017

III. PURPOSE:

The Territory of the U.S. Virgin Islands (Territory) experienced extreme wind and flooding events beginning on September 5, 2017 with Hurricane Irma and September 19, 2017 with Hurricane Maria. The Territory has experienced moderate to severe damage to residences displacing residents and overwhelming sheltering and temporary housing resources in the affected area. To address this need, FEMA is authorizing Public Assistance funding under Section 403 of the Stafford Act for a Sheltering and Temporary Essential Power (STEP) Pilot Program to enable the Territory to perform minor emergency repairs in single-family owner-occupied residences. Where safe and practicable, STEP may enable residents to return to or remain in their homes as a form of shelter while permanent repairs are completed, thereby reducing the number of individuals in congregate shelters or requiring assistance through the Transitional Shelter Assistance (TSA) Program. STEP will also return survivors and communities to normalcy by allowing schools serving as shelters to re-open, hastening the pace of overall community recovery.

IV. OBJECTIVES:

- A. STEP is intended as a life safety measure, to protect public health and safety, to protect property, and to enable survivors to shelter at home. STEP provides an alternative emergency sheltering option to address needs not met through congregate sheltering and the TSA Program or other forms of sheltering assistance due to capacity issues (e.g., lack of available hotels/motels or other longer term sheltering options that would afford a higher degree of privacy than congregate shelters). It is also meant to minimize the disruption of communities by enabling the Territory to help survivors shelter in their own homes when safe and appropriate.**
- B. FEMA will deliver the STEP program through reimbursement to the Territory. Prior to starting work, the Territory must provide the legal authority for the Territory to assert legal responsibility to enter private property to perform emergency work. Once the legal authority has been established, FEMA will reimburse eligible costs, subject to**



FEMA

RECOVERY PROGRAM GUIDANCE

any applicable cost share for Public Assistance (PA) Category B, *Emergency Work*, for a STEP program administered by the Territory. In the event of any cost share adjustment, the cost share for STEP activities will be set at the prevailing rate on the date the work is performed. The Territory will perform or contract for the performance of authorized emergency protective measures. Individual residential property owners are not eligible for reimbursement under STEP and the Territory may not provide funding to individual residential property owners under STEP.

V. SCOPE AND AUDIENCE: This policy is limited to FEMA-4335-DR-VI and FEMA-4340-DR-VI and is intended to guide all FEMA personnel responsible for providing STEP assistance.

VI. AUTHORITY: Section 403, 42 U.S.C. 5170b(a)(3)(B) and (I), and 5170b(a)(4) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.

VII. POLICY:

A. STEP is for disaster-damaged single-family owner occupied residential properties only, to include duplexes and townhomes. Other types of owner occupied residences may only be approved by the Federal Coordinating Officer (FCO) on a case-by-case basis and supported by written justification from the Territory to include feasibility and cost effectiveness. Commercial properties and commonly owned areas, structures, or equipment are not eligible for removal, maintenance, repair, or replacement under this program.

B. The Territory is authorized to administer STEP throughout the entire Territory.

C. Within 45 days from the date of issuance of this policy and prior to beginning work, the Territory must demonstrate it has the legal responsibility to undertake the proposed actions in response to the sheltering need by providing to FEMA the legal authority under which the emergency work will be performed. Note that legal authorities regarding police powers are general in nature and may not be specific enough to demonstrate legal responsibility.

D. Within 90 days from the date of issuance of this policy, for each property where STEP repairs are performed, the Territory must obtain a Right of Entry (ROE) from each property owner on a form approved by FEMA. The ROE allows FEMA and the Territory, or authorized contractors and representatives access to the property. In addition to the



FEMA RECOVERY PROGRAM GUIDANCE

ROE, the Territory must obtain a signature from the property owner agreeing to participate in STEP and an approved proof of ownership. A sample ROE and participation agreement is included in this policy as an appendix. Property owners interested in participating in STEP that sign the ROE and participation agreement are also required to register for FEMA assistance.

- E. All STEP work must be completed within six months of the date of the major disaster declaration (FEMA-4340-DR-VI). STEP work will not be initiated on a property without the submission of:
1. A signed ROE;
 2. A signed participation agreement;
 3. Approved proof of ownership; and
 4. A FEMA Registration Number, even if the homeowner is not eligible for Individual Assistance.
- F. Starting no later than 14 calendar days after the Territory begins executing emergency work under STEP, the Territory must provide a weekly electronic report to include:
1. The aggregate number of ROEs/participation agreements obtained;
 2. The number of properties in the inspection process;
 3. The number of properties where work is initiated;
 4. The number of properties where work is complete; and
 5. The number of properties withdrawn or determined ineligible based on inspection.

On a weekly basis the Territory must provide an electronic report with the following information on residences that received assistance under STEP:

1. The property owner's name and address;
2. The property owner's FEMA Registration Number;
3. When the ROE and participation agreement for STEP was obtained;
4. When the work was initiated;
5. When work was completed;
6. The cost of the emergency work;
7. Scope of the emergency repair work; and
8. The contractor(s) performing the emergency work.

A reporting template is included in this policy as an appendix. The FCO will establish a transmission method for electronic reports. Changes to the reporting requirements will be



FEMA RECOVERY PROGRAM GUIDANCE

mutually agreed upon by the FCO and Territorial Coordinating Officer or Governor's Appointed Representative.

- G. Emergency work performed through STEP is the sole responsibility of the Territory. Contractors performing emergency work under STEP are hired by and represent the Territory. FEMA makes no warranties of any sort for any assessments or temporary emergency repair work undertaken pursuant to this program.
- H. Eligible emergency work under STEP is capped at \$25,000. The FCO may waive the cap on a case-by-case basis for owner occupants with access and functional needs or if the Territory documents and demonstrates unforeseen or extraordinary circumstances after work commences that justify a reasonable increase in costs associated with work necessary to make a home safe for sheltering purposes. The emergency work must be reasonable, necessary, and include evaluation of low cost options to make the home safe and accessible for sheltering purposes. If a home cannot be made safe and accessible for sheltering purposes for less than the cap, the property is not eligible for STEP assistance. Additionally, if it is determined that a home is not suitable to safely shelter in-place due to the presence of toxic or hazardous materials, that property is not eligible for STEP assistance.

Under STEP, FEMA provides funding for basic, minimal work to survivors' homes to allow survivors to shelter in-place for an extended period. Stafford Act Section 403 is not a repair program, but an authority to provide emergency assistance for life sustaining and public health and safety needs. Consequently, the work under STEP is meant to provide the most basic, life sustaining needs for emergency sheltering, and homes that cannot be made safe for sheltering with this minimal work are not eligible for STEP. Additionally, all work under STEP must comply with applicable Territorial and federal codes, and may include:

1. Work necessary to provide essential electrical supply, HVAC (if in place prior to the event), and hot water;
2. Work necessary to restore natural gas or propane supply if required for hot water, and/or food preparation;
3. Work necessary to provide potable water supply, including work necessary to repair cisterns – this may include well decontamination if only source of potable water;
4. Work necessary to repair or replace damaged window or wall mounted air conditioning unit(s) and ceiling fans;
5. Weatherproofing to include roof, wall, and windows;
6. Securing or replacing broken windows, and repair or replacement of



FEMA RECOVERY PROGRAM GUIDANCE

- nonfunctioning exterior and/or necessary interior doors;
 - 7. Removal of disaster-related debris to curbside necessary to safely enter, inspect, and perform eligible emergency work, and safely shelter in place;
 - 8. Minor interior and/or exterior work to provide safe access (e.g., stairs, ramps) and living environment;
 - 9. Repair or replacement of damaged drywall to a level where it removes a threat to health and safety, for the purpose of safely covering any exposed electrical work, or to ensure the home is properly insulated;
 - 10. Removal and replacement of damaged floor substructure and floor covering using least costly alternative, if necessary;
 - 11. Ensure one useable bathroom vanity, sink, shower or tub, toilet, and tank;
 - 12. Ensure functional kitchen facilities to include minimal cooking and refrigeration appliances necessary to shelter in place and/or mini fridges for doctor prescribed medical needs;
 - 13. Ensure safe sleeping accommodations for all household members;
 - 14. To a reasonable level, clean and sanitize mold and dirt in the interior of a residence, including duct work, if necessary; and
 - 15. Items and work necessary to ensure safe shelter for individuals with disabilities or access and functional needs.
- I. Any inspections for code compliance or safety necessary to accomplish work eligible under this program are also eligible for funding and not subject to the cap.
- J. Project management and oversight activities as well as Territorial direct administrative costs are eligible and not subject to the cap. Project management activities may include a call center to register impacted home owners, inspections, data and document collection, auditing of contractor documentation, outreach, contract monitoring and administration, quality assurance and quality control, and reporting.
- K. To be appropriate for STEP, a residence must:
- 1. Be located within the Territory of the U.S. Virgin Islands;
 - 2. Be structurally sound such that authorized emergency work can be safely made, and with no impediments blocking access to the dwelling;
 - 3. Be reasonably able to serve as a suitable long term shelter upon completion of the emergency work authorized under this program; and
 - 4. STEP participants must obtain a FEMA Registration Number by completing the registration process for FEMA assistance. This will allow FEMA to more effectively track and monitor STEP participants.



FEMA

RECOVERY PROGRAM GUIDANCE

L. Territorial Requirements

1. The Territory will provide the legal authority under which emergency work is performed within 45 days of the date of issuance of this policy.
2. The Territory or its program management contractors will perform all project management activities to include oversight and monitoring of damage assessments, work, code compliance, safety inspections, and ensure occupancy requirements are met for all properties.
3. The Territory or its contractors will obtain a signed ROE and accompanying participation agreement within the timeframe established above from each residential property owner for the type of work to be performed.
4. The Territory is responsible for obtaining, accelerating, and facilitating the issuance of any and all permits required to complete the eligible work, and will arrange, accelerate, and facilitate any and all inspections required by Territorial law, and obtain clearance for temporary occupancy for each property.
5. The Territory will ensure the owner recognizes and certifies their understanding that participation in STEP will make a FEMA Individuals and Households Program (IHP) applicant ineligible for temporary housing assistance, except in limited circumstances, or further TSA or other FEMA sheltering assistance, if authorized, once emergency work is complete and the residence is cleared for occupancy.
6. The Territory must comply with the Federal procurement standards for federal awards in 2 CFR 200.317-326. The Territory will provide FEMA the opportunity to review the procurement plan to provide for this work. The deadline for review will be determined by the FCO in coordination with the Territory.
7. The Territory, or its contractors, will obtain documentation to verify primary residence and ownership as follows:
 - a) Primary residence
 - i. Utility Bill,
 - ii. Merchant's statement,
 - iii. Driver's license,
 - iv. Voter's registration card, or
 - v. Employer's statement such as a wage or earning statement;AND
 - b) Home Ownership Verification
 - i. Structural insurance,
 - ii. Tax Bill or other tax records available through the tax office,
 - iii. Official's records (notarized document confirming long-term



FEMA RECOVERY PROGRAM GUIDANCE

ownership or an original deed or deed of trust to the property listing the applicant as the legal owner);

- iv. Mortgage Payment Book,
- v. Affidavit, or
- vi. Title number after viewing and official government document verifying the home address and applicant to own the dwelling.

8. The Territory will submit to FEMA (frequency and means of transmission to be established by the FCO) the supporting documentation below for each property to include:

- a) Owner/occupant's name and address;
- b) FEMA Registration Number;
- c) Right of entry;
- d) Flood and/or homeowners insurance policy or other applicable insurance or certification of no insurance;
- e) Photos of damage;
- f) Damage description and scope of work required;
- g) Work orders for each property describing costs and specific work performed at the property (start and stop dates of work must be included); and
- h) That the home can be made safe for shelter purposes for less than the established cap, and there is no presence of toxic or hazardous materials in the property.

9. The Territory, in coordination with FEMA, will produce communications products about the program for survivors and contractors performing emergency work under STEP that emphasizes the limitations of the program and the emergency nature of repairs. Additionally, the role of contractors as a hired asset of the Territory will be clearly delineated in all communications products.

M. Effect on Other Assistance.

1. STEP assistance is an emergency protective measure provided under Section 403 of the Stafford Act to support efforts to save lives and protect public health and safety, including the provision of emergency sheltering; therefore, STEP emergency protective measures do not affect a FEMA IHP applicant's eligibility for repair, replacement, or permanent or semi-permanent housing construction assistance, if approved, under Section 408 of the Stafford



FEMA

RECOVERY PROGRAM GUIDANCE

Act and its implementing regulations. Upon receiving STEP, an applicant may only receive continued rental assistance or direct housing assistance, on a case-by-case basis, when the FCO determines the assistance is appropriate based upon the following factors:

- a. Household composition, including the size of the household as well as the number of household members who are children, elderly, individuals with disabilities, or have access and functional needs.
- b. There are safety concerns related to occupancy while permanent repairs are being made.

2. Any residence that receives assistance under the U.S. Army Corps of Engineers' Operation Blue Roof Program or under the U.S. Virgin Island's Tarping Program will not be eligible for further roof repair under STEP unless the work is necessary to facilitate electrical power restoration.

3. Participation in STEP will make a FEMA IHP applicant ineligible for further TSA or other FEMA sheltering assistance, if authorized, once emergency work is completed and the home is approved for sheltering occupancy.

4. If a STEP participant refuses to return home once the scope of work for emergency repairs is completed and the property has been cleared to safely shelter in-place then the individual is no longer eligible for TSA. If the scope of emergency work is not properly completed, the STEP participant may be eligible for further TSA.

N. Following the completion of the STEP mission, FEMA will conduct a satisfaction survey of all STEP participants to capture best practices, lessons learned, and inform and improve future implementation of the program.

O. Removal of debris off of a property beyond the public right-of-way is not covered under STEP. For information on debris removal from private property, see FEMA's Public Assistance Program and Policy Guide dated April 1, 2017.

VIII. ATTACHMENTS:

Right of Entry (ROE) Sample Form.
Data Collection Template



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RECOVERY PROGRAM GUIDANCE

IX. ORIGINATING OFFICE: Recovery Directorate.

X. REVIEW DATE: This policy is in effect from the date in paragraph II above for these events.

A handwritten signature in black ink, appearing to read "Alex Amparo".

Alex Amparo
Assistant Administrator
Recovery Directorate

12/18/2017

Date

U.S. Department of Homeland Security
Washington, DC 20472



FEMA

AUG 09 2018

MEMORANDUM FOR: Thomas Von Essen
Regional Administrator
FEMA Region II

William L. Vogel
Federal Coordinating Officer
FEMA-4335/4340-DR-VI

FROM: Keith Turi *KT*
Assistant Administrator
Recovery Directorate

SUBJECT: Sheltering and Temporary Essential Power (STEP) Pilot Program for
FEMA-4335-DR-VI and FEMA-4340-DR-VI; Time Extension and
Clarification of July 10, 2018 Memorandum

This memorandum is in response to the July 23, 2018, memorandum from William L. Vogel, Federal Coordinating Officer for FEMA-4335-DR-VI and FEMA-4340-DR-VI, requesting an extension to the performance period deadline for the Sheltering and Temporary Essential Power (STEP) Pilot Program. The current deadline is August 15, 2018. The Recipient requested an extension to September 11, 2018, to coincide with the deadline for the 100% federal cost share authorized for STEP by Amendment No. 6 to FEMA-4340-DR-VI on May 18, 2018.

On March 15, 2018, FEMA authorized an extension to the performance period deadline to August 15, 2018. By a letter dated May 4, 2008, the FCO extended the ROE deadline to August 15, 2018 as well. After further consultation with your staff, I have determined that extending the performance period to September 11, 2018, is not sufficient to complete STEP repairs. Therefore, I am authorizing a time extension for the performance period deadline from August 15, 2018, to November 30, 2018. Please inform the Recipient that FEMA will not grant any additional time extensions beyond November 30, 2018. In addition, the deadline for obtaining Rights of Entry will not be extended beyond the existing deadline of August 15, 2018.

In addition, I am amending my July 10, 2018, memorandum authorizing roof repairs to residences that received Blue Roof installations. The memorandum stated that no waivers of the per-residence cap of \$25,000 will be granted when the cap is exceeded due to roof repairs on a home that has a Blue Roof installation. A stable and secure roof is essential to a home being able to serve as a temporary emergency shelter, especially in a hurricane prone region such as the USVI. Based on the damage assessments completed to date and the cost of construction in USVI, the cost of roof repairs in the USVI could result in eligible STEP activities exceeding the existing cost cap. Therefore I am clarifying that the FCO may provide a waiver to the \$25,000 cap on a case by case basis due to the increased cost of roof repairs with the following limitation. In order to avoid duplication of benefits with repair assistance provided through FEMA's Individuals and Households

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Program (IHP), applicants who have received IHP financial assistance will be given the option of returning the roof repair portion of their assistance in order to be eligible for an increase to the \$25,000 cap for STEP activities associated with their home. Furthermore, in order to manage costs of the repairs the FCO shall identify standard cost factors for the USVI by which the case by case waivers will be evaluated.

If you have any questions, please contact Jonathan Hoyes, Director, Public Assistance Division, at jonathan.hoyes@fema.dhs.gov.

Exhibit 5
Safety Requirements

Exhibit 5:

Safety Requirements

EXHIBIT 5
SAFETY REQUIREMENTS

1. Contractor recognizes the importance of performing the Work in a safe and responsible manner in order to prevent damage, injury, or loss to individuals, the environment, the Work, materials and equipment incorporated into the Work or stored on-site or off-site. Contractor assumes responsibility for implementing and monitoring all Environment, Health & Safety (EHS) precautions and programs related to the performance of the Work.
2. Contractor and Subcontractors shall comply with all legal and Owner-specific reporting requirements relating to EHS set forth in this document.
3. Contractor's responsibility for EHS under this Article is not intended in any way to relieve Subcontractors at any level of their own contractual and legal obligations and responsibilities.
4. The Contractor will address the safety requirements defined herein. Contractor costs associated with the implementation of the requirements will be borne by the Contractor. Safety deficiencies discovered after the award will be remedied at no cost to the Owner and may, at the Owner's discretion, be deducted from the Contract amount.
5. The Contractor shall have an EHS Representative/Lead Safety Officer (SO), accepted by the Owner, present on the Project at all times when Work is physically being performed. Contractor will provide sufficient trained, Safety personnel to ensure adequate coverage of all work sites. The training requirements and minimum responsibilities for the SO are as follows:
 - The SO shall have successfully completed the 30 Hour OSHA Construction course, with documented experience as a SO under similar conditions.
 - The SO shall have the authority to stop work.
 - The SO will be certified in CPR and First Aid.
 - The SO is responsible for administering the Contractor's EHS program.
 - The SO will conduct routine daily work site inspections and document any observed deficiencies.
 - The Contractor will supply a weekly EHS report to the Owner, detailing any EHS related items, including deficiencies, OSHA recordable injuries, first aid cases, environmental releases and near misses that occurred during the past week.
6. The Contractor must have a documented Site-Specific Health and Safety Plan (HASP) in place and accepted by the Owner before work will be authorized to start. This plan shall:
 - Incorporate the requirements identified in the Contractor Safety Policy.
 - Include an Area Hazards Analysis.

The HASP will be based on the hazards inherent to the Means and Methods adopted by the Contractor and its associated work environment. The scope of work will dictate the required program elements for this Contract. The following are examples of program elements that the Contractor shall include in its HASP, if applicable:

- Electrical Safety
- Fall Protection

- Personal Protective Equipment (PPE)
- Control of Hazardous Energy (Lock Out/Tag Out)
- Confined Space
- Demolition
- Hot Work (Grinding and Burning)
- Hoisting and Rigging
- Hearing Conservation (Includes Industrial Hygiene Monitoring and Medical Baselines, if appropriate)
- Respiratory Protection (Includes Industrial Hygiene Monitoring and Medical Baselines, if appropriate)
- Emergency Response
- Fire Protection and Prevention (Contractor must provide its own extinguishers)
- Blood Borne Pathogens
- Hazardous Communications (Global Harmonized System)
- Machine Safeguarding
- Powered Industrial Trucks
- Industrial Hygiene
- Material Handling
- Spill Prevention, Control, and Countermeasures (Contractor to provide all associated equipment)
- Storm Water Management
- Solid and Hazardous Waste Management
- Air Pollution Control
- Scaffolding

7. The Contractor is expected to follow a work planning process that is acceptable to the Owner. The work planning process must be conducted and documented prior to the start of work. The work planning process follows these steps and is documented in the form of a Job Hazards Analysis (JHA):

- Define the scope of the work.
- Analyze hazards in a step by step fashion.
- Develop and implement hazard controls and regulatory compliance.
- Perform the work and monitor the effectiveness of the hazard controls.
- Provide feedback to improve the process (e.g. routine workplace inspections, auditing compliance during work performance, job briefing postings, lessons learned, etc.).

A JHA, acceptable to the Owner, must be completed and reviewed with the individual expected to perform the Work prior to Work starting on a specified task. The SO will review all JHAs. Copies of JHAs must be present at the location where Work is being performed and accessible to the individuals performing the Work and to Owner representatives.

8. The Contractor will conduct a crew work planning meeting (Tailgate/Toolbox talk), including Subcontractor employees, prior to the beginning of each workday or new task. This talk will include the plan of work for the day, a review of hazards and potential regulatory issues, and the review of applicable JHAs. All work crew members and site visitors, shall sign the on-site JHA signifying that the hazards and mitigations were identified and explained to them prior to start of the Work or visit.

9. The Contractor is responsible for identifying the need for Qualified and/or Competent Persons for specific tasks as defined in 29 CFR 1926.

10. Contractor shall provide all common Personal Protective Equipment (PPE) required for the Work (hard hats, safety toe shoes/boots [tennis style shoes are not permitted], safety glasses, reflective vests, fall protection equipment, etc.) unless otherwise stated in the Scope of Work.

11. The Contractor is responsible for screening all Subcontractors with respect to safety and to adopt a safety selection process consistent with requirements defined herein. In addition, Contractor is responsible for flowing down all EHS requirements of the Contract to its Subcontractors, including monitoring and enforcing compliance.

12. The Contractor is responsible for assuring that all Contractor employee safety training is completed in compliance with Owner guidelines, policies and 29 CFR 1926. The following training is required for all Contractor personnel before they start work:

- For Contractors who will be on-site 40 hours or more in a calendar year: OSHA 10 Hour Construction course (29 CFR 1926) (Up-to-date Certificates must be made available upon request).
- Documented Site Specific EHS Orientation and Training.
- Any other training requirements identified by the Contractor in its HASP or by the Owner and communicated to the Contractor.

13. If the Owner perceives the Contractor has created or is exposed to an imminent danger or a non-compliance situation, the Owner will suspend work until safe conditions are re-established. Such work stoppages will be at the expense of the Contractor and will not add time to the completion date of the Contract.

14. In the event of an incident, Contractor will conduct an incident investigation. The investigation will include preparing a written report summarizing the results of the investigation, corrective actions taken to prevent a recurrence and any lessons learned. The Owner may at its discretion participate in and facilitate the incident investigation. Time and expense incurred by Contractor performing an incident investigation will be at the Contractor's expense.

15. All chemicals to be used at the Work site must be approved by the Owner and Safety Data Sheets (SDS) must be maintained by the Contractor with copies at each Work site where the chemical is present.

16. Smoking or the use of tobacco products is not allowed within the boundaries of the Work site.

17. Contractor agrees to assess whether Contractor's and sub-contractor's employees have the physical, mental, and emotional capacity to perform assigned tasks competently and in a manner that does not unreasonably threaten safety, health, or property, including participation in emergency procedures applicable to Contractor's work location.

18. Owner reserves the right to restrict or deny access of any Contractor employee, to include sub-contractor employees, to the Work location.

19. Contractor shall report the hours worked on-site by Contractor's and sub-contractor's employees on a monthly basis to the Owner's Representative EHS office. Hours shall be emailed no later than the 3rd calendar day of the month for hours worked the previous month.

20. Contractor will report any EHS related injury, loss, damage, or accident arising from the Work to Owner's Representative and to the extent mandated by legal requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work. Contractor will immediately report to the Owner's Representative all non-incidental spills, and all other significant impacts to the environment (soil, water, air) in performance of the Work. Contractor will also immediately notify the Owner of any failure to comply with state and federal environmental laws, rules, and regulations, in the following time frames:

- Immediate verbal notification of all incidents
- In writing within 24 hours
- Incident/Accident Investigation Results will vary depending on the nature/severity of the incident. Updates shall be provided every three (3) calendar days until the investigation is closed.

21. Contractor shall submit documentation identified in Table 1, to the Owner/Owner's Representative for acceptance/approval in the time frames specified below:

Table 1 Submittals and Deliverables

| Documents | Submission Time Frames |
|--|---|
| Health and Safety Plan (HASP) | Within seven (7) Calendar Days of receiving Notice to Proceed. Work will not begin until documents are accepted and returned. |
| Activity Hazard Analysis (AHA, JSA, JHA, THA, etc.) | |
| Designated Competent Person Appointment Letter and associated documentation (Proof of training, education, resume, etc.) | |
| Safety Data Sheets (SDS) | Within seven (7) Calendar Days of receiving Notice to Proceed and as new products are procured |
| EHS Report | Weekly |
| Copies of Daily Tailgate/Toolbox Meetings | Weekly |
| Deficiencies/Observation Logs | Weekly |
| Training Sign in Sheets | Weekly |
| Site Safety Inspections | Weekly |
| Vehicle/Equipment inspections | Weekly |
| Non-Conformance Corrective Action Plan updates | By deadline referenced in the Non-Conformance Report |
| Man Hours | Monthly, by the third (3 rd) Calendar Day of the following month |
| Monthly Chemical Inventories | |

Contractor shall submit any new plans or changes to existing plans to the Owner's Representative for acceptance prior to implementing any changes. New plans or changes to existing plans shall be submitted at a minimum of seven (7) calendar days prior to projected implementation date.

22. In the event Hazardous Substances are discovered (Asbestos, Lead, etc.), Contractor is responsible for any required testing and remediation. Contractor shall submit test results, from a certified laboratory and a Remediation Plan, for acceptance prior to work resuming.

23. Failure to comply with the safety requirements of the project may result, at the discretion of Owner, in the violations being forwarded to the Occupational Safety and Health Administration (OSHA) for investigation and action.

Additional disciplinary action(s), up to and including dismissal, may also apply to the responsible lead/foreman and competent persons, where warranted.

There will be zero tolerance for drug or alcohol use, sexual harassment, smoking (where prohibited) and fighting on-site. Violations of any of these offenses will result in immediate dismissal.

Any damages to the Owner due to the failure of Contractor, Subcontractor or its workers to comply with project safety programs will be deducted from the Contract Price.

Owner reserves the rights to stop all work if Contractor is found to be working in an unsafe manner and/or in violation of OSHA or local jurisdictional laws. All costs related to the work stoppage will be borne by the Contractor.

24. The Contractor shall furnish a written fall protection plan for their scope of work. The Contractor shall achieve 100% fall protection at a height of 6' -0" or greater (guardrails, hole covers, safety nets, personal fall arrest/restraint systems) for their workers. Exception: In accordance with 29 CFR 1926 Subpart M, Inspectors participating on Initial Site Inspection and Final Site Inspection teams are not required to be tied-off while performing inspections, investigations, or assessments of workplace conditions prior to the actual start of construction work or after all construction work has been completed.

Contractor shall submit a letter on company letterhead to the Owner confirming and certifying that all workers have been trained regarding Project Fall Management Policies including, but not limited to, OSHA Subpart M, OSHA Subpart R, the project and task specific fall protection plan, proper selection and use of all provided fall protection equipment. The names of all individuals being certified must be included with the letter and updated on a regular basis. The letter shall also include the content of the fall protection training course, the course instructor's name and the date of training.

25. Contractor is required to institute a hazard communication program, which is to be administered by Contractor's competent person. Under the hazard communication program, Contractor must inform both Owner and all other contractors on the site, of all hazardous materials being used by the Contractor. Contractor shall provide Owner with copies of Safety Data Sheets (SDS), which will warn other contractors of the presence of any hazardous materials. The program shall be submitted prior to commencement of on-site work. Contractor must ensure that any hazardous materials are appropriately labeled and properly stored. Contractor shall maintain a monthly inventory of hazardous materials.

26. Contractor shall provide its own site-specific emergency action plan that includes telephone numbers and cell phone numbers of Contractor's Ownership, project manager, superintendent, key foreman and workers, subcontractors, site safety managers and any other personnel deemed essential by Owner. The plan will outline procedures to be followed in an emergency by Contractor's personnel. The program shall be submitted prior to commencement of on-site work.

27. Contractor shall designate a competent person to execute all aspects of Contractor's HASP and to act as SO anytime Contractor is performing work. The competent person must be designated in writing on company letterhead. All competent persons and foremen must have knowledge and authority to ensure safety compliance of workers under their supervision. The foreman and competent persons failure to inspect work areas under their supervision and address negative safety practices which are observed and/or directed by management, can be held accountable and could lead to disciplinary action up to and including removal from the project.

28. All new hire workers must complete a site specific, on-site project orientation prior to being allowed to work. Contractor agrees that it has sole responsibility to provide competent and trained individuals. Any person that fails to comply with the provisions of this Safety Section shall be immediately removed from the project at no cost to the Owner.

29. Contractor shall utilize means and methods during the execution of its work that shall not result in the creation of hazardous conditions that pose a threat of injury to others or a risk of damage to property, including the property of Owner and other contractors. Contractor shall continuously review and inspect its means and methods to ensure such hazardous conditions are avoided. The Contractor will advise Owner immediately of any unsafe conditions resulting from other contractor's work.

30. Weapons of any kind, whether or not permitted by law, are not allowed on the project site. Any on-site employee found with weapons will be immediately removed from the site.

31. All of Contractor's workers, and subcontractor's workers of every tier, shall be issued and required to wear ANSI approved and Contractor's HASP required, PPE and safety devices that are to include, but are not limited to:

- Hardhats - only "skull caps" that do not interfere with the hardhat's effectiveness may be worn under a hardhat
- Eye Protection
- Safety Toe Shoes or Boots. Tennis shoe style shoes are not permitted.
- Reflective Safety Vest
- Body Harnesses - Shall be assigned to employees at heights of 6'-0" or more or any work that presents a fall hazard.
- Hearing Protection - in any work situation that presents a sound hazard.
- Gloves - appropriate for the hazard as outlined in the JHA.
- Long pants and sleeved shirts.

32. All equipment provided by Contractor shall be new or like new condition. It is Contractor's responsibility to develop and implement a written safety program for all its equipment whether it is rented or owned.

33. Contractor shall ensure that operators of heavy equipment, including cranes, loaders, hoisting devices, forklifts are qualified, trained, and licensed when applicable, and authorized to use and operate that specific piece of equipment. All motorized, powered, and electrical tools and equipment must be inspected prior to use. Operators of this equipment must be trained and authorized to use only that specific piece of equipment. Fork Lifts must be operated and used as per manufacturer's recommendations. Fork lifts shall not be used as personnel hoisting devices.

34. When the work of Contractor occurs in an area of the project subject to wind hazards, Contractor will develop a Materiel Wind Plan (MWP) to insure material does not become airborne. The MWP shall include procedures for stabilizing Contractor's materials during times of inclement weather. Contractor shall designate a competent person to monitor weather reports and communications from the local and national (NOAA *National Oceanic and Atmospheric Administration*) weather service when high wind conditions are forecasted. The wind plan will be submitted to Owner as part of Contractor's HASP. Competent person shall be subject to removal from the site if any egregious operations are witnessed during such wind events.

Exhibit 6
Unit Prices

| 1 | A-1 | OC | Contractor Initial Inspection | Perform all work needed for a full assessment of the property as per the guidelines of the | 1 | EA | |
|----|------|----|---|---|---|----|--|
| 2 | A-2 | OC | Interior Debris, Remove to Street Right of Way | Removal of any personal property or debris not covered by below line items. Ex: | 1 | CY | |
| 3 | A-3 | OC | Exterior Debris, Remove to Street Right of Way (Removal of debris obstructing access or egress of the building. Ex: vegetation, Collapse) | Removal of debris obstructing access or egress of the building. Ex: vegetation, Collapse | 1 | CY | |
| 4 | B-1 | OC | Dehumidifier (500 Square Feet) | Supply and install a dehumidifier to dry out covered spaces. | 1 | SF | |
| 5 | B-2 | OC | Clean and Sanitize | Clean, sanitize, and apply mold control to exterior and interior of residence. | 1 | SF | |
| 6 | B-3 | OC | Pest Control | Application of appropriate pest control spray or other substance to make the house | 1 | SF | |
| 7 | C-1 | OC | Gas Line Replacement - Interior | Includes the replacement of damaged or missing gas lines found in home. | 1 | LF | |
| 8 | C-2 | OC | Sink, Bathroom, Re-Install | Detach and Reinstall bathroom sink and base if located onsite and operable at time of inspection. | 1 | EA | |
| 9 | C-3 | OC | Sink, Bathroom, New | Replace sink and base cabinets if necessary. Example may include a stand alone base or | 1 | EA | |
| 10 | C-4 | OC | Sink, Kitchen, Re-Install | Re-install kitchen sink if located on site and operable at time of the site visit. | 1 | EA | |
| 11 | C-5 | OC | Sink, Kitchen, New | Replace base cabinets with standard stainless steel sink and faucet. Provide single bowl sink. | 1 | EA | |
| 12 | C-6 | OC | Toilet and Tank, Clean and Reinstall | Labor cost to disconnect and detach a toilet, move to an adjacent room for storage, and reinstall at a | 1 | EA | |
| 13 | C-7 | OC | Toilet and Tank (new) | Labor cost to disconnect and detach a toilet, labor cost to remove and to discard. Install new toilet | 1 | EA | |
| 14 | C-8 | OC | Shower Stall Fiberglass, Replace | Reinstall shower with rod and curtain if located onsite and operable at the time of the site visit. | 1 | EA | |
| 15 | C-9 | OC | Shower Stall Fiberglass, New | Replace with new unit. Rod and curtain included, no doors. | 1 | EA | |
| 16 | C-8 | OC | Shower Stall Fiberglass, Replace | Reinstall tub/shower if located on site and operable at time of the site visit. | 1 | EA | |
| 17 | C-9 | OC | Shower Stall Fiberglass, New | Replace tub/shower with new unit. | 1 | EA | |
| 18 | C-12 | OC | Water Heater, Inspect and Test, Return to Service | Inspect and test water heater where visible signs of being submerged are observed, and return to service. | 1 | EA | |
| 19 | C-13 | OC | Water Heater, Inspect and Test, Repair | Inspect and test water heater where visible signs of being submerged are observed, and repair. | 1 | EA | |
| 20 | C-14 | OC | Water Heater, Inspect and Test, Replace, 40 Gallon Max. | Replacement of water heater if found to be inoperable during inspection. | 1 | EA | |
| 24 | C-15 | OC | Water Supply, Decontaminate | Decontamination of water supply if found to be compromised by surface water. | 1 | EA | |
| 25 | C-16 | OC | Install Cistern with Pressurized System | Includes removal of damaged cistern with pressurized system and replacement of unit as specified. | 1 | EA | |
| 26 | C-17 | OC | Cistern installation: gravity-fed | Includes removal of damaged (gravity fed) cistern and replacement of unit as specified. | 1 | EA | |

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| 27 | C-18 | OC | Sewer Line, Auger | Snake any clogged drains or toilets found during site assessment. | 1 | EA | |
| 28 | C-19 | OC | Sewage Ejector Pump, replace | Replacement of sewage ejector pump if found to be inoperable during inspection. | 1 | EA | |
| 24 | C-21 | AA | Repair and/or Replace Cistern Pump | This is a portion of the repair or replacement work associated with a cistern with pressurized system. | 1 | EA | |
| 25 | C-22 | AA | Repair and/or Replace Cistern Pressure Tank | This is a portion of the repair or replacement work associated with a cistern with pressurized system. | 1 | EA | |
| 26 | C-23 | AA | Replace Holding Tank for Cistern | This is a portion of the repair or replacement work associated with a cistern with pressurized system. | 1 | EA | |
| 27 | C-24 | AA | Install new piping as needed for cistern | This is a portion of the repair or replacement work associated with a cistern with pressurized system. | 1 | LF | |
| 28 | C-25 | AA | Collection feed system to Tank | This is a portion of the repair or replacement work associated with a cistern with pressurized system. | 1 | LF | |
| 29 | C-26 | AA | Replace Holding Tank for Cistern | This is a portion of the repair or replacement work associated with a cistern with gravity system. | 1 | EA | |
| 30 | C-27 | AA | Install new piping as needed for cistern | This is a portion of the repair or replacement work associated with a cistern with gravity system. | 1 | LF | |
| 31 | C-28 | AA | Collection feed system to Tank | This is a portion of the repair or replacement work associated with a cistern with gravity system. | 1 | LF | |
| 32 | C-29 | AA | Sewer Line, Replace | Pipe lining and pipe bursting may be used in lieu of complete replacement. Costs will be paid based on linear foot of pipe lined or burst. | 1 | LF | |
| 29 | D-1 | OC | Refrigerator, 8.2 CU FT | Replace appliance if current appliance is no longer functioning. | 1 | EA | |
| 30 | D-2 | OC | Free Standing Gas Range 4 burner and oven | Replace appliance if current appliance is no longer functioning. 30" size unless smaller is acceptable. | 1 | EA | |
| 31 | D-3 | OC | Free Standing Electric Range 4 burner and oven | Replace appliance if current appliance is no longer functioning. 30" size unless smaller is acceptable. | 1 | EA | |
| 32 | D-4 | OC | Countertop Microwave | Replace appliance if current appliance is no longer functioning. | 1 | EA | |
| 33 | E-1 | OC | Electrical System, Inspect and Test | Intermittent electrical outage observed by Inspector or homeowner. Ex: Flickering lights or appliances are observed during site visit. | 1 | EA | |
| 34 | E-2 | OC | Electrical Receptacles and Switches, Replace | Replacement of electrical outlet per room as needed. | 1 | EA | |
| 35 | E-3 | OC | Terminate Electrical Receptacle and cover | Allowance for termination of any unused inoperable outlets. | 1 | EA | |
| 36 | E-4 | OC | Electrical GFI Receptacle, Replace | Replacement of GFI electrical receptacle where GFI outlet is inoperable. | 1 | EA | |
| 37 | E-5 | OC | Electrical 220 volt Receptacle, Replace | Replacement of 220V electrical receptacle where 220V outlet is inoperable. Ex: Dryer, Window unit. | 1 | EA | |
| 38 | E-6 | OC | Electrical Main Panel, Clean and Repair | Cleaning of electrical main panel where water has been observed, and repair if troubleshooting is required. | 1 | EA | |
| 40 | E-7 | OC | Electrical Main Breakers, 100/200 Amp, Replace per circuit | Replacement of 200 amp breakers if found to be inoperable during inspection. | 1 | EA | |
| 41 | E-8 | OC | Electrical Auxiliary Panel, Replace | Replacement of electrical auxiliary panel if found to be inoperable during inspection. | 1 | EA | |

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| 42 | E-9 | OC | Electrical Circuit Breaker, 2 Pole, 3-wire, 240 V Replace | Replacement of 2 pole electrical circuit breaker if found to be inoperable during inspection. | 1 | EA |
| 43 | E-10 | OC | Electrical Circuit Breaker, GFI, Replace | Replacement of GFI electrical circuit breaker if found to be inoperable during inspection. | 1 | EA |
| 44 | E-11 | OC | Electrical Disconnect Box, replace | Removal and replacement of electrical disconnect box where water line is located. | 1 | EA |
| 45 | E-12 | OC | Carbon Monoxide (CO) Alarm, Hardwired, Replace | Replace any carbon monoxide alarms, hardwired, where found to be inoperable. | 1 | EA |
| 46 | E-13 | OC | Carbon Monoxide (CO) Alarm, Battery-Operated, Replace | Replace any carbon monoxide alarms, Battery-Operated, where found to be inoperable. | 1 | EA |
| 47 | E-14 | OC | Smoke Alarm, Hardwired with Battery Backup, Replace | Replace any smoke alarm where found to be inoperable. | 1 | EA |
| 48 | E-15 | OC | Smoke Alarm, Battery-Operated, Replace | Replace any smoke alarm where found to be inoperable. | 1 | EA |
| 49 | E-16 | AA | Plastic plate covers for electrical boxes | Provide and install plastic plate covers for all receptacles and switches in the home. | 1 | EA |
| 54 | E-17 | AA | Ceiling fan, replace | Install with blades minimum 7.5 feet above the floor and minimum clearance from blades to any obstruction of 6". If clearances cannot be met, request clarification. Controls may be wall-mounted, remote, or pull chain. | 1 | EA |
| 55 | E-18 | AA | Ceiling fan with light kit, replace | Install with blades minimum 7.5 feet above the floor and minimum clearance from blades to any obstruction of 6". Minimum clearance of light to be 6.75 above the floor. If clearances cannot be met, request clarification. Controls may be wall-mounted, remote, or pull chain. | 1 | EA |
| 58 | E-19 | AA | Plastic plate covers for electrical boxes | Provide and install plastic plate covers for all receptacles and switches in the home. | 1 | EA |
| 49 | F-1 | OC | Handicap Ramp | Replace handicap ramp, landing, stairs, and guardrail. | 1 | SF |
| 50 | F-2 | OC | Access Porch Repair | Minor repair for any porch items essential to egress pathway from the home. | 1 | SF |
| 51 | F-3 | | Framing Repair | 1) Joint of framing repair result; 2) Partial fill of one doorway to revise opening for a smaller door. 3) Partial fill of a window to revise opening for a smaller window. A window unit or section of its portable unit. 4) 16 linear feet of board length for framing members installed. 5) Siding & sheathing to make roof or wall repairs per request (where required). | 1 | EA |
| 57 | F-4 | AA | Plywood and sheathing | Thickness varies to match existing surface. | 1 | SF |
| 58 | F-5 | AA | Exterior Door Repair and Re-Hang | Re-hang existing door rather than provide new door if requested by owner. | 1 | EA |
| 52 | G-1 | AS | Door, Interior, Replacement | Replacement of any interior door if found to be inoperable due to storm damage. | 1 | EA |
| 53 | G-2 | AS | Door, Exterior, <u>STEEL</u> Standard Entry, Replace | Replace any exterior door to egress from per home if no interior doors are functional due to storm damage. | 1 | EA |

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| 54 | G-3 | AS | Window, Glass, Replace | This line item is for replacing panes of glass within any window and not for replacing entire windows due to storm damage. | 1 | SF | |
| 55 | G-4 | AS | Window, Aluminum, Replace | This line item will be used for replacing entire windows in the event that the existing window has already been removed or the existing window is intended to be operable but cannot be repaired due to storm damage. | 1 | SF | |
| 89 | G-5 | AA | Window, Vinyl, Replacement | This line item is for replacing entire windows with vinyl. This will be used if an existing operable double hung window exists or existed within the room which cannot be repaired or returned to operability. | 1 | SF | |
| 90 | G-6 | AA/AS | Door, Exterior, Wood, Standard Entry, Replace | Replace any exterior door to egress from per home if no exit nor doors are functional due to storm damage. | 1 | EA | |
| 91 | G-7 | AA/AS | Window, Operable, Repair | This will be done for any window per room due to storm damage. | 1 | EA | |
| 92 | G-8 | AA/AS | Door, Exterior, Fiberglass, Standard Entry, Replace | Replace any exterior door to egress from per home due to storm damage. | 1 | EA | |
| 93 | G-9 | AA | Door, Exterior, Sliding Glass | If the glass can be replaced without replacing the door, then use line item G-3. Replace if the sliding glass door is the primary egress or if the glass has been shattered and is needed to protect the interior of the house from the external environment. | 1 | EA | |
| 56 | H-1 | OC | Drywall, Remove | Remove drywall around any electrical receptacle being replaced or if bathroom walls are replaced. | 1 | SF | |
| 57 | H-2 | OC | Drywall, Install (Do not tape, float, or paint) | Replace drywall around any electrical receptacle being replaced or if bathroom walls are replaced. | 1 | SF | |
| 58 | L-1 | OC | A/C Unit, Inspect and Test | Intermittent A/C outage observed by inspector or homeowner. Ex: No air coming through vents, thermostat inoperable or visible signs of. | 1 | EA | |
| 59 | L-2 | OC | A/C Unit Repair | The extent of replacement is as necessary to return the residence to a safe and functioning shelter. | 1 | EA | |
| 60 | L-3 | OC | A/C Unit Replacement | Replacement of unit if inspector or homeowner observe to be inoperable. Unit of one (1) unit per dwelling. May be placed in Applicant's choice of room. Unit may be less than 17,000 BTU only if the homeowner requests a smaller unit (match air flow) or the gas line for the unit. In the wall requires a smaller unit to avoid structural changes to the building. | 1 | EA | |
| 61 | K-1 | OC | Baseboards, Removal | Removal of baseboards where water damage has compromised material. | 1 | LF | |
| 62 | K-1 | OC | Cabinet, Interior, Remove and Reinstall | Remove base cabinetry if water line observed on or around units. | 1 | LF | |

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| 63 | K-2 | OC | Cabinet, Interior, Detach | Remove base cabinetry if water line observed on or around units | 1 | LF | |
| 64 | K-3 | OC | Cabinet New Installation (Two 30 inches Modules and 60" base cabinet) | Install new wall and base cabinet | 1 | LF | |
| 65 | L-1 | OC | Floor Covering, Remove | Removal of any "water absorbing" floor covering discovered to be compromised by surface water. Carpet or vinyl. | 1 | SF | |
| 66 | M-1 | OC | Minor Roof, Exterior Repair to Weatherproof Residence | Any minor roof damage observed during inspection. This is for stuck and not repair. | 1 | SF | |
| 67 | M-2 | OC | Corrugated Metal Roof Repair | Any minor roof damage observed during inspection. | 1 | SF | |
| 68 | M-3 | OC | Roof Repair paint on flexible roof membrane | This is for new repair of membrane roofs. | 1 | SF | |
| 69 | M-4 | | Roll on Electrical Contractor | | 1 | Each | |
| 70 | M-5 | | Roll on Mechanical Contractor | | 1 | Each | |
| 71 | M-6 | | Roll on Plumbing Contractor | | 1 | Each | |
| 72 | M-7 | | Contractor Final Inspection | Perform all work needed for a full assessment of the property as per the guidelines of the | 1 | EA | |
| 73 | | | Subcontractor Soft Costs | Subcontractor Soft Costs per house | 1 | House | |

CONFIDENTIAL/PROPRIETARY

| Description | Specification | Criteria | | | | |
|--|--|--|--|--|--|--|
| 1) Roof Hardening Inspection | Inspection, construction estimate, bill of materials and volume of construction debris. | | | | | |
| 2) Material Handling, SIX | Material handling cost to get materials, labor and tools to the home on the respective island. | Pricing based on area of home footprint. | | | | |
| 3) Material Handling, STT | Material handling cost to get materials, labor and tools to the home on the respective island. | Pricing based on area of home footprint. | | | | |
| 4) Material Handling, STJ | Material handling cost to get materials, labor and tools to the home on the respective island. | Pricing based on area of home footprint. | | | | |
| 5) Roof Demolition | Includes removal of C & D material to curb. Material is to be segregated into timber, plywood (with and without membrane) and metal shoring. Loose debris must be secured from blowing by debris. TC there are to be no less than 100 lbs and less than 200 lbs. | Owner estimate subcontractor to provide estimated volume of debris in CY to be placed at curb. Will be removed and on road area. | | | | |
| 6) Interior Home Protection | Place durable cardboard on floor, visqueen or other membrane to protect interior floor and walls from water and construction damage. Includes temporary subwork, damage, etc. to keep together from entering the home during construction. Includes interior scaffolding as necessary. | Price based on area of the home or calculated by the home or circumference. | | | | |
| 7) Scaffold, 1 story home | Erect scaffolding around the perimeter of home exterior in accordance with industry standards. | Price based on surface area of exterior walls serviced by scaffold. | | | | |
| 8) Scaffold, 2 story home | Erect scaffolding around the perimeter of home exterior in accordance with industry standards. | Price based on surface area of exterior walls serviced by scaffold. | | | | |
| 9) Scaffold over 2 story home | Erect scaffolding around the perimeter of home exterior in accordance with industry standards. | Price based on surface area of exterior walls serviced by scaffold. | | | | |
| 10) Debris Band Beam | Includes removal, disposal and cleanup of existing band beam. Dispose of material at the curb for disposal by others. | Assumes removal of band beam only and no removal of the exterior wall. | | | | |
| 11) Metal Band Beam | Installation and anchoring of new band beam, and clean up. | Assumes a sound substructure for anchoring. | | | | |
| 12) Membrane Roof Labor & Mat. Materials | Based on the final plans and specifications to be provided, but will be similar to performance on the sample plans provided. The scope is for the roof only and from the band beam up. | See the clarifications and process below. Will be measured by roof area. | | | | |
| 13) Commercial Roof Labor & Mat. Materials | Based on the final plans and specifications to be provided, but will be similar to similar scope with the sample plans provided. The scope is for the roof only and from the band beam up. | See the clarifications and process below. Will be measured by roof area. | | | | |
| 14) Subcontractor Self Costs | Subcontractor self costs of operation per house | | | | | |

Clarifications:

1) Please will consider the estimate based below. All material and labor will be provided by the contractor.

[REDACTED]

PRICES:

[REDACTED]

[REDACTED]

Exhibit 7
Pass-Thru Costs

| Exhibit 7 | |
|---|--------------------------------------|
| USVI Emergency Home Repairs, Pass Thru Cost Table | |
| 1 | Oversight Activities |
| 2 | Direct Administrative Costs |
| 3 | Call Center to Register Homeowners |
| 4 | Inspections |
| 5 | Data & Document Collection |
| 6 | Auditing of Contractor Documentation |
| 7 | Outreach |
| 8 | Quality Assurance & Quality Control |
| 9 | Reporting |
| 10 | Contract Monitoring & Administration |

| Exhibit 7: USVI Emergency Home Repairs - Pass Thru Cost Table | | | At Cost | With Mark up |
|---|----------------------|--|------------|-----------------|
| 1 | Oversight Activities | | | |
| | | Mobilization/Demobilization in accordance with FEMA Guidelines. Costs assumed to be in the current direct or pass thru costs. | x | |
| | | Employee travel to the island and the beginning of the project and home at the end. | | x |
| | | Travel and leave polices as reimbursable as a FEMA expense. | | x |
| | | Field Office(s): A field office is set up for a certain project, then all the costs related to the field office (such as rent, utilities, office supplies, computers, equipment rental, communication, etc.) are directly chargeable to the project. | | x |
| | | Rental Equipment: Field equipment (provide by outside vendors) such as dump trucks, front end loaders, backhoes etc. that are operated by APTIM employees or a third party. | | x |
| | | Shipping of Vehicles (Trucks and Automobiles), tools and basic equipment to and from the Islands. | | x |
| | | Uniforms, shirts and hard hats as directed by the owner. | | x |
| | | Material handling (invoicing, vendor management, etc.) | | x |
| | | Mobile Communications, mobile field devices and satellite air cards | | x |
| | | Security of offices and staff | | x |
| | | Safety equipment and training | | x |
| | | Subcontractor costs | | x |

| Exhibit 7: USVI Emergency Home Repairs - Pass Thru Cost Table | | At Cost | With Mark up |
|---|-----------------------------|--|--------------|
| 2 | Direct Administrative Costs | | |
| | | All taxes, fees, tariffs, etc. | x |
| | | Builders risk insurance policy | x |
| | | Bid Bond | x |
| | | Performance Bond | x |
| | | Social costs due to terminating employment of local staff at the end of a phase or the program | x |
| | | Advanced Payments | x |
| | | Lodging, per diem, Travel and Airfare costs as per Federal Guidelines and travel between islands | x |
| | | Cost of Money such as financing costs and fees | X |
| | | Contractor SG&A (Home Office) | X |
| | | Contractor SG&A (Field Offices) | X |
| | | Logistics and shipping of materials from an-off-island source to the storage and distribution facility on St Croix. | X |
| | | Logistics and shipping of materials from an-off island source to the storage and distribution facility on St Thomas. | x |
| | | Logistics and shipping of materials in between the two primary storage and distribution facilities and any temporary distribution facility on the other three islands. | x |
| | | Shipping materials and staff to inaccessible areas using non-traditional means such as, crane, boat, lift, helicopter, etc. | x |
| | | Leasing and operating a storage and distribution facility on St. Croix | x |
| | | Leasing and operating a storage and distribution facility on St. Thomas. | x |
| | | Security for the storage and distribution facilities on St Croix. | x |
| | | Security for the storage and distribution facilities on St Thomas. | x |
| | | Moving and storage services for homeowner goods | x |
| | | Security for moving and storage services for homeowner goods | x |
| | | Postage | x |
| | | Reproductions by internal or external means Supplies: Consumable field supplies such as personal protective equipment, gloves, glasses, boots, maintenance parts for tools and equipment, field office supplies, etc. | x |
| | | Drug Screening if performed | x |
| | | Radio / TV Advertisement, Pamphlets, etc. | x |

| Exhibit 7: USVI Emergency Home Repairs - Pass Thru Cost Table | | | At Cost | With Mark up |
|---|--------------------------------------|------------------------------------|------------|-----------------|
| 3 | Call Center to Register Homeowners | | | |
| | | Call center specialized equipment. | | X |
| 4 | Inspections | | | |
| 5 | Data & Document Collection | | | |
| 6 | Auditing of Contractor Documentation | | | |
| 7 | Outreach | | | |
| 8 | Quality Assurance & Quality Control | | | |
| 9 | Reporting | | | |
| 10 | Contract Monitoring & Administration | | | |

Exhibit 8

Owner Furnished Materials

Owner shall furnish all materials for roof scope not withstanding materials immediately available.



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SOLD TO
CASH SALE ST THOMAS

SHIP TO
ROOF PROGRAM
TOP COAT ROOF QUOTE

ST THOMAS, VI

ST THOMAS, VI



| ACCOUNT # | QUOTE # | TERMS | DATE ENTERED | SL SMN | EXPIRATION DATE |
|-----------|----------|-------|--------------|--------|-----------------|
| 1 | 50036014 | CASH | 08/08/18 | KDM | 08/23/18 |

| ORDERED | U/M | DESCRIPTION | PRICE | AMOUNT |
|---------|-----|---|-------|--------|
| | | **** QUOTE **** | | |
| 5 | EA | **** TOP COAT ROOF **** TOP COAT WHITE 5 GALLON 500 SF COVERAGE / 5 GAL TOPCOAT5 LN# : 12 | | |
| 3 | EA | FLASHING GRADE WHITE 1 GALLON 125' LF / 1 GALLON COVERAGE FLASHINGGRADE LN# : 22 | | |
| 3 | RO | FLASHING TAPE 6" 300 FT ROLL 6" X 300' COVERAGE / ROLL FLASHINGTAPE LN# : 32 | | |

| | | | |
|--------------------------------|---------|-------------|--|
| August 8, 2018 11:29:24 OT:KDM | | MERCHANDISE | |
| ***** * QUOTE * ***** | SHIP VA | OTHER | |
| PAGE 1 OF 1 1 10 | | FREIGHT | |
| | | TOTAL | |

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ROOF FRAMING QUOTE

ST THOMAS, VI

ST THOMAS, VI



| ACCOUNT # | QUOTE # | TERMS | DATE ENTERED | SLSMN | EXPIRATION DATE |
|--------------------------------|----------|-------------------------------------|---------------------|--------|-----------------|
| 1 | 50036013 | CASH | 08/08/18 | KDM | 08/23/18 |
| ORDERED | U/M | DESCRIPTION | PRICE | AMOUNT | |
| | | **** QUOTE **** | | | |
| | | **** ROOF FRAMING **** | | | |
| | | ** 28' X 36' PLAN ** | | | |
| 1 | EA | 3X6X18 #1 & BTR S4S 64PCS/BDL | | | |
| | | TRD 0.14 GC UCA-C | | | |
| | | 3X6X18T | | | |
| | | LN# : 10 | | | |
| 1 | EA | 3X6X14 #1 & BTR S4S 64PCS/BDL | | | |
| | | TRD 0.14 GC UCA-C | | | |
| | | 3X6X14T | | | |
| | | LN# : 20 | | | |
| 10 | EA | ROD THREADED GALV. 5/8X36" | | | |
| | | HDG | | | |
| | | 5/8X36THRG | | | |
| | | LN# : 30 | | | |
| 38 | EA | GALV NUT 5/8" H.D.G. | | | |
| | | 5/8NUT | | | |
| | | LN# : 40 | | | |
| 38 | EA | GALV WASHER 5/8" H.D.G. | | | |
| | | 5/8WASHER | | | |
| | | LN# : 50 | | | |
| 2 | EA | ET-HP22-N EPOXY ADHESIVE 220Z 39CUI | | | |
| | | 4-6 HOURS SET TIME 24 HRS CURE | | | |
| | | ET22 | | | |
| | | LN# : 60 | | | |
| 72 | EA | LS70Z SIMPSON SKEWABLE ANGLE | | | |
| | | SKEWABLE ANGLES | | | |
| | | LS70Z | | | |
| | | LN# : 70 | | | |
| August 8, 2018 11:29:41 OT:KDM | | | MERCHANDISE | | |
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ROOF FRAMING QUOTE

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ST THOMAS, VI



| ACCOUNT # | QUOTE # | TERMS | DATE ENTERED | SLSMN | EXPIRATION DATE |
|-----------|----------|-------|--------------|-------|-----------------|
| 1 | 50036013 | CASH | 08/08/18 | KDM | 08/23 16 |

| ORDERED | U/M | DESCRIPTION | PRICE | AMOUNT |
|---------|-----|--|-------|--------|
| 36 | EA | H11Z SIMPSON HURRICANE TIE FOR USE WITH 3 BY LUMBER H11Z LN# : 80 | | |
| 4 | BX | N10D 11/2" SIMPSON GALV NAIL 5 JOIST HANGER FASTENERS 600 P/ N10DS LN# : 90 | | |
| 38 | EA | 3X8X16 #1 & BTR S4S 60PCS/BDL TRD 0.14 GC UCA-C 3X8X16T LN# : 100 | | |
| 3 | EA | 3X12X20 #1 & BTR S4S 50PCS/BDL TRD 0.14 GC UCA-C 3X12X20T LN# : 110 | | |
| 108 | EA | GALV MACHINE BOLT 1/2"X4" A307 H.D.G. 1/2X4MB LN# : 120 | | |
| 108 | EA | GALV NUT 1/2" H.D.G. 1/2NUT LN# : 130 | | |
| 108 | EA | GALV WASHER 1/2" H.D.G. 1/2WASHER LN# : 140 | | |
| 34 | SH | 3/4 TL-11 6" TREATED PLYWOOD 50 SHEETS/BUNDLE 3/4T1116T LN# : 150 | | |
| 3 | BX | #10X3"SS LOBE DRIVE DECK SCREW | | |

| | | |
|-----------------------------|-------------------------------------|-------------|
| August 8, 2018 11:29:41 | OT:KDM | MERCHANDISE |
| ***** * QUOTE * ***** | SHIP VIA PAGE 2 OF 3 1 10 | OTHER |
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| ACCOUNT # | QUOTE # | TERMS | DATE ENTERED | SLSMN | EXPIRATION DATE |
|-----------|----------|-------|--------------|-------|-----------------|
| 1 | 50036013 | CASH | 08/08/18 | KDM | 08/23/18 |

| ORDERED | U/M | DESCRIPTION | PRICE | AMOUNT |
|---------|-----|--|-------|--------|
| | | 5LB/340 PCS TORX NOT FOR TREX 3SSTX5 LN# : 160 | | |
| 3 | EA | 2X10X20 #1 PRIME S4S 80PCS/BDL TRD 0.05 AG UCA-C 2X10X20T LN# : 170 | | |
| 3 | EA | 2X8X20 #1 PRIME S4S 96PCS/BDL TRD 0.05 AG UCA-C 2X8X20T LN# : 180 | | |
| 2 | EA | 2X8X14 #1 PRIME S4S 96PCS/BDL TRD 0.05 AG UCA-C 2X8X14T LN# : 190 | | |
| 2 | EA | 2X8X16 #1 PRIME S4S 96PCS/BDL TRD 0.05 AG UCA-C 2X8X16T LN# : 200 | | |

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ROOF PROGRAM
METAL ROOF QUOTE

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| ACCOUNT # | QUOTE # | TERMS | DATE ENTERED | SLSMN | EXPIRATION DATE |
|-----------|----------|-------|--------------|-------|-----------------|
| 1 | 50036012 | CASH | 08/08/18 | KDM | 08/23/18 |

| ORDERED | U/M | DESCRIPTION | PRICE | AMOUNT |
|---------|-----|---|-------|--------|
| | | **** QUOTE **** | | |
| | | **** METAL ROOF **** | | |
| 7 | RL | ICE&WATER SHIELD EMBOSSED TOUGHGUARD 200 SQFT (3 X 66.7) IWS LN# : 10 | | |
| 2 | EA | 2X6X14 #1 PRIME S4S 128PCS/BDL TRD 0.05 AG UCA-C 2X6X14T LN# : 20 NOT RECOMMENDED FOR DECKING USE | | |
| 2 | EA | 2X6X16 #1 PRIME S4S 128PCS/BDL TRD 0.05 AG UCA-C 2X6X16T LN# : 30 NOT RECOMMENDED FOR DECKING USE | | |
| 8 | EA | 2X6X18 #1 PRIME S4S 128PCS/BDL TRD 0.05 AG UCA-C 2X6X18T LN# : 40 NOT RECOMMENDED FOR DECKING USE | | |
| 10 | EA | 2X4X20 #1 PRIME S4S 192PCS/BDL TRD 0.05 AG UCA-C 2X4X20T1 LN# : 50 | | |
| 10 | EA | 2X4X16 #1 PRIME S4S 208 PCS/BDL TRD 0.05 AG UCA-C 2X4X16T1 LN# : 60 | | |

| | | |
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METAL ROOF QUOTE

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| ACCOUNT # | QUOTE # | TERMS | DATE ENTERED | SLSM# | EXPIRATION DATE |
|-----------|----------|-------|--------------|-------|-----------------|
| 1 | 50036012 | CASH | 08/08/18 | KDM | 08/23/18 |

| ORDERED | U/M | DESCRIPTION | PRICE | AMOUNT |
|---------|-----|---|-------|--------|
| 1 | PK | 4" STRONG DRIVE SDWS TIMBER SCREW 2X BARRIER COATING HEAT TREATED CARBON STEEL 250/PK 4SDWS250 LN# : 70 | | |
| 28 | EA | STYROFOAM 1 1/2" 4' X 8' 11/2S4X8 LN# : 80 | | |
| 30 | EA | 14'8" UNPAINTED GALVALUME 34"X14'-8" GALVALUME 26 GAUGE 14'8"GAR LN# : 90 | | |
| 4 | EA | GALVALUME RIDGE CAP DOMED 10' DOMED STYLE UNPAINTED RC10D LN# : 100 | | |
| 6 | EA | GALVALUME RAKE TRIM 10' 4" X 4" RT10 LN# : 110 | | |
| 8 | EA | ROOF EDGE 2"X2.5"X.5"X10' PLAIN GALV RE10PLAIN2.5 LN# : 120 | | |
| 4 | EA | WHITE ALUMINUM GUTTER 5"X20' 5AWG20 LN# : 130 | | |
| 2 | EA | 00131B WHITE ALUM.END CAP RIGHT 5" AWECR LN# : 140 | | |
| 2 | EA | 00130LB WHITE ALUM. END CAP LEFT 5" AWECL LN# : 150 | | |

| | | |
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METAL ROOF QUOTE

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| ACCOUNT # | QUOTE # | TERMS | DATE ENTERED | SLSMN | EXPIRATION DATE |
|-----------|----------|-------|--------------|-------|-----------------|
| 1 | 50036012 | CASH | 08/08/18 | KDM | 08/23/18 |

| ORDERED | U/M | DESCRIPTION | PRICE | AMOUNT |
|---------|-----|---|-------|--------|
| 28 | EA | 00213B WHITE ALUM. FASCIA BRACKET SUPPORT BRACKETS FOR 5" GUTTER | | |
| | | CLIPS _____ BRACKETS _____ | | |
| | | AWFB | | |
| | | LN# : 160 | | |
| 3 | BX | #8X2" SS LOBE DRIVE DECK SCREW | | |
| | | 1LB BX/128 PCS TORX | | |
| | | 2SSTX1 | | |
| | | LN# : 170 | | |
| 60 | PK | #14X2-1/2" 3/8 HWH 25MM, T-17 ZINC SOLD BY | | |
| | | PK/ 25 OR BG/ 100 | | |
| | | 21/2HWH17 | | |
| | | LN# : 180 | | |
| 18 | PK | #14X1" 3/8 HWH 25MM, T-17 ZINC | | |
| | | SOLD BY PK/25 OR BG/100 | | |
| | | 1HWH17 | | |
| | | LN# : 190 | | |
| 60 | ST | RUBBER CLOSURE 36" C-PANEL | | |
| | | 160/BX 32BX/PLT 36"WX48"DX90"H | | |
| | | STAND CORR 2.67 X 7/8 36 E1100 | | |
| | | CS3 | | |
| | | LN# : 200 | | |
| 7 | RO | TAPE SEAL 3/32"X1/2"X45' | | |
| | | TS50 | | |
| | | LN# : 210 | | |

| | | | |
|-------------------------|-------------|-------------|--|
| August 8, 2018 11:29:58 | OT:KDM | MERCHANDISE | |
| ***** | SHIP VIA | OTHER | |
| * QUOTE * | PAGE 3 OF 3 | | |
| ***** | 1 10 | FREIGHT | |
| | | TOTAL | |

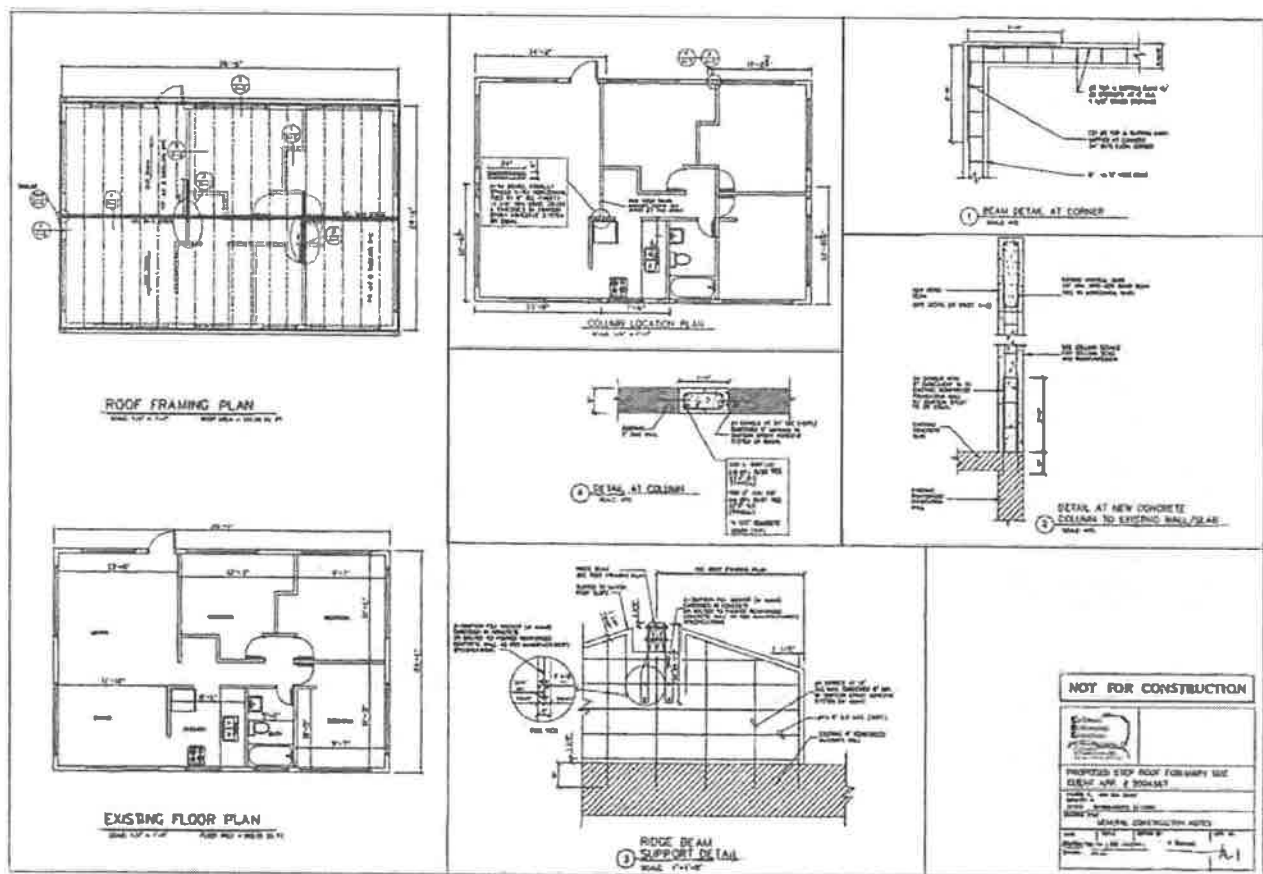
APTIM00127

Exhibit 9

Sample Engineering for Roof Replacements

| | | |
|---|--|---|
| <p>V.I. H.F. A. - STEP</p> <p>PERMANENT ROOFING PROGRAM</p> <p>Client: Mary Sue</p> <p>Application # 2004567</p> <p>999 Estate Mon Bijou St. Croix U.S.V.I.</p> <p>PLYWOOD / LIQUID MEMBRANE - GABLE ROOF</p> | | <p>Sheet No. C-0</p> <p>COVER SHEET</p> <p>DATE: 02/28/23</p> <p>BY: John Doe</p> <p>FOR: Proposed Permanent New Roofing</p> <p>Client: John Doe - App. # 2003456</p> <p>V.I.H.F.A.</p> <p>Proposed Permanent New Roofing</p> <p>Client: John Doe - App. # 2003456</p> <p>NOT FOR CONSTRUCTION</p> |
|---|--|---|

[illegible]



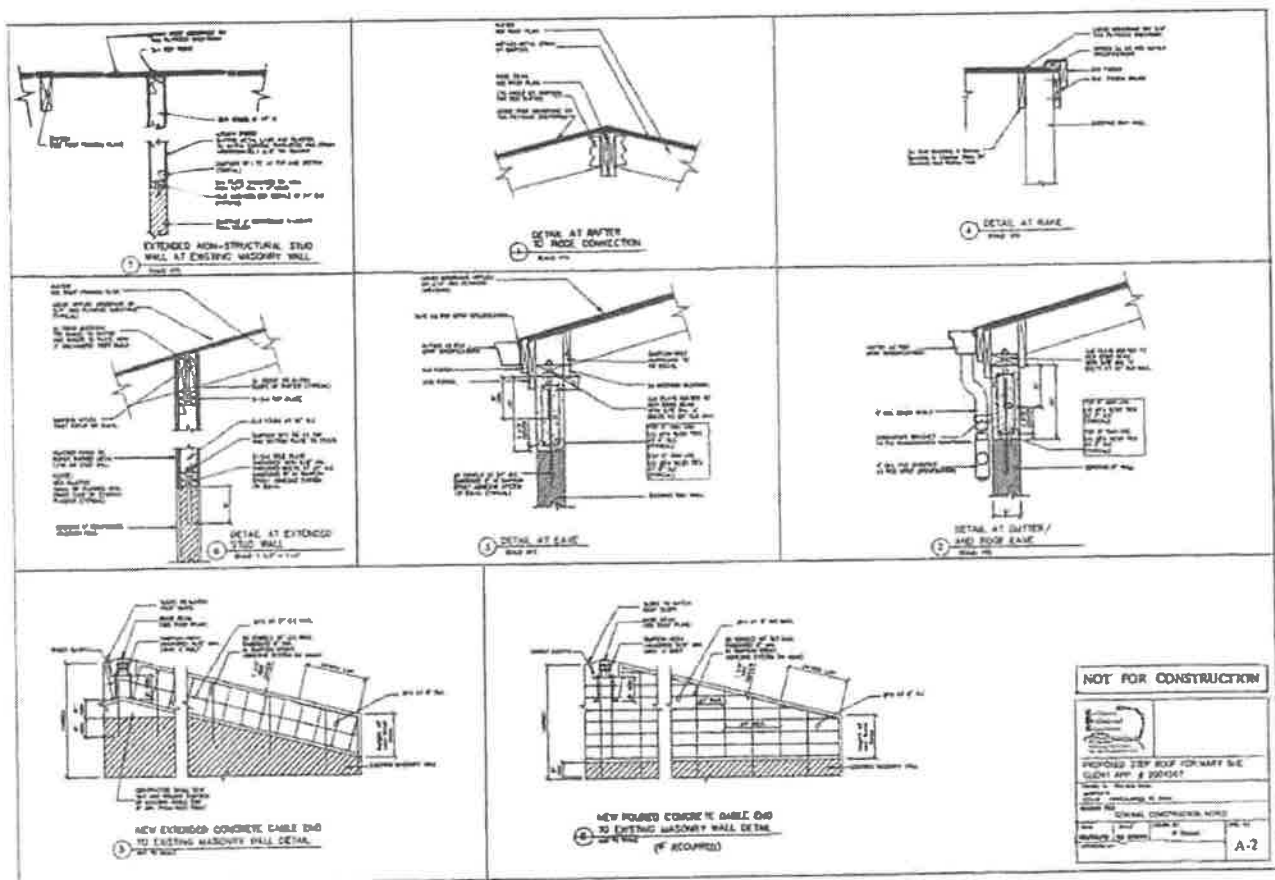


Exhibit 10
Roof Hardening SOW

| Description | Specification | Criteria |
|---|---|--|
| 1) Roof Hardening Inspection | inspection, construction estimate, bill of materials and volume of construction debris. | |
| 2) Material Handling, SIX | Material handling cost to get materials, labor and tools to the home on the respective island. | Pricing based on area of home footprint. |
| 3) Material Handling, STT | Material handling cost to get materials, labor and tools to the home on the respective island. | Pricing based on area of home footprint. |
| 4) Material Handling, STI | Material handling cost to get materials, labor and tools to the home on the respective island. | Pricing based on area of home footprint. |
| 5) Roof Demolition | includes removal of C & D material to crib. Material is to be segregated into lumber, plywood (with and without membrane) and metalsheeting. Loose material must be secured from blowing by bagging. Timbers are to be cut into 10ft lengths and less than 50lbs. | During estimate subcontractor to provide estimated volume of debris in CV to be placed at curb. Will be measured based on roof area. |
| 6) Interior Home Protection | Place durable cardboard mat on floors, visqueen or other membrane to protect interior floor and walls from water and construction damage. Includes temporary falsework, visqueen, tarps, etc. to keep weather from entering the home during construction. Includes interior scaffolding as necessary. | Price based on area of the home as calculated by the home circumference. |
| 7) Scaffold, 1 story home | Erect scaffolding around the perimeter of home exterior in accordance with industry standards. | Price based on surface area of exterior walls serviced by scaffold. |
| 8) Scaffold, 2 story home | Erect scaffolding around the perimeter of home exterior in accordance with industry standards. | Price based on surface area of exterior walls serviced by scaffold. |
| 9) Scaffold over 2 story home. | Erect scaffolding around the perimeter of home exterior in accordance with industry standards. | Price based on surface area of exterior walls serviced by scaffold. |
| 10) Demo Bond Beam | includes removal, disposal and cleanup of existing bond beam. Dispose of material at the street for disposal by others. | Assumes removal of bond beam only and no portion of the exterior wall. |
| 11) Install Bond Beam | Installation and anchoring of new bond beam, and clean-up. | Assumes a sound substrate for anchoring. |
| 12) Membrane Roof Labor & Misc. Materials | Based on the final plans and specifications to be provided, but will be similar in conformance with the sample plans provided. The scope is for the roof only and from the bond beam up. | See the clarifications and process below. Will be measured by roof area. |
| 13) Corrugated Roof Labor & Misc. Materials | Based on the final plans and specifications to be provided, but will be similar in conformance with the sample plans provided. The scope is for the roof only and from the bond beam up. | See the clarifications and process below. Will be measured by roof area. |

Clarifications:

- 1) Client will provide the materials listed below. Any material not listed will be provided by contractor.
- 2) All electrical work, including permits will be an additional cost based on the existing pick list line items and one-off change orders for non-pick list items.
- 3) All plumbing work, including permits will be an additional cost based on existing pick list line items and one-off change orders for non-pick list items.
- 4) All mechanical work, including permits will be an additional cost based on existing pick list line items and one-off change orders for non-pick list items.
- 5) Pricing excludes any cost associated with disconnecting and reconnecting any utilities to the home.
- 6) Contractor to provide temporary power for construction if permanent power is not available.
- 7) Pricing excludes any cost associated with environmental testing or remediation.
- 8) Contractor will be required to brace walls during construction. The pricing will be included in the change order estimate prior to commencing work.
- 9) Gable roof includes 1 ft overhang on the front and back of the house not shown on plans. Hip roof includes front 1 ft overhangs.
- 10) Based on a rectangular house. Exterior walls only. Pricing does include plaster on the exterior of the bond beam.
- 11) Pricing does not include interior concrete ridge beams.
- 12) Painting of exterior exposed wood and new plaster will be primed and painted with STD white paint.
- 13) Does not include interior painting or finishes of any kind.
- 14) Pricing includes equipment, except hand and power tools.

Process:

In general the process is as follows:

- 1) Homes will be assigned based on performance and capacity to perform.
- 2) After receipt of plans and the ISV you will create an estimate. The estimate for the roof will be based on the plans and proposed roof UPAs. In addition to the new roof unit price assemblies contractor will
 - a. Price other items shown on the plans below the bond beam. This will typically be done as a change order based on the current unit price assemblies (UPA). The contractor will be paid for all work currently completed and work to be completed.
 - b. Price any other STEP items.
 - c. Price the scaffold and protection of the home in accordance with during construction UPA item No. 8 to 11.
 - d. Add the equipment costs.
 - e. Provide reasonable clarifications to the lump sum price.
 - f. Create a single, total lump sum price for the home.
 - g. Provide client a bill of materials for the materials required for the new roof assembly being provided by client. These materials may be grouped for loading and picked up at a client warehouse.
- 3) The waiver will be submitted to FEMA.
 - a. In the event FEMA denies the waiver for the roof, contractor will be paid the ISV and normal STEP items.
- 4) Once the waiver is accepted and Notice to Proceed is given the home will be completed as a lump sum price unless
 - a. There is a significant change in conditions or clarifications.
 - b. The homeowner refuses an item, such as a cabinet or items contained within the scope of work.

c. The FSV will be to determine were the items installed to the specification Materials client will provide:

Roof Framing Description of Items

3'x5' #2 or above .05 ABOVE GRND UCA-C TREATED
 3'x5'-14' #2 or above .05 ABOVE GRND UCA-C TREATED
 3'x8' 16' #2 or above .05 ABOVE GRND UCA-C TREATED
 3'x12' 20' #2 or above .05 ABOVE GRND UCA-C TREATED
 2'x10' 20' #2 or above .05 ABOVE GRND UCA-C TREATED
 2'x8' 30' #2 or above .05 ABOVE GRND UCA-C TREATED
 2'x8'-16' #2 or above .05 ABOVE GRND UCA-C TREATED
 2'x8'-14' #2 or above .05 ABOVE GRND UCA-C TREATED
 5/8"x4"x8' CDx or better UCA-C TREATED PLYWOOD

Metal Roof Description of Items

TOUGH GUARD ICE & WATER SHEET, (EMBOSSED SELF-ADHERING 200#/RL
 2'x6'-18' #2 or above .05 ABOVE GRND UCA-C TREATED
 2'x5'-16' #2 or above .05 ABOVE GRND UCA-C TREATED
 2'x5'-14' #2 or above .05 ABOVE GRND UCA-C TREATED
 2'x4'-20' #1 or above .05 ABOVE GRND UCA-C TREATED
 2'x4'-36' #1 or above .05 ABOVE GRND UCA-C TREATED
 1 1/2"x4'x8' STYROFOAM
 36"x14'x1" UNPAINTED GALVALUME CORRUGATED ROOFING 16GA
 10' DOWEL GALVALUME RIDGE CAP UNPAINTED
 4'x4'-10' GALVALUME RAKE TRIM
 2"x2.5"x5.5' 30' GALVANIZED DRIP EDGE
 CORRUGATED PANEL RUBBER CLOSURE 36"
 TAPE SEAL 3/32"x1/2"-45'

Membrane Roof Description of Items

100% SILICONE ROOF COATING, NSF CERTIFIED, 50L/RL
 SILICOMERODS PATCH
 FLASHING TAPE, 6"x300'

Exhibit 11
VIHFA Joint Rules and
Regulations

JOINT RULES AND REGULATIONS

VIRGIN ISLANDS AFFORDABLE HOUSING PROGRAM

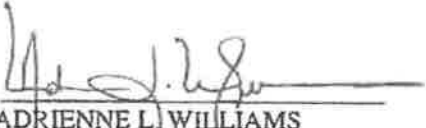
TITLE 29, CHAPTER 16, SECTIONS 930, et seq.

APPROVED:

11th day of June, 2014


JOHN P. DE JONGH, JR.
GOVERNOR


DEBRA E. GOTTLIEB
CHAIRPERSON
VIHFA BOARD OF DIRECTORS


ADRIENNE L. WILLIAMS
EXECUTIVE DIRECTOR
VIRGIN ISLANDS HOUSING
FINANCE AUTHORITY

Except as expressly provided herein, these Joint Rules and Regulations pertain to the acquisition, construction, rehabilitation, financing and tax incentives available for the production of affordable rental and owner-occupied housing under the Government's Low and Moderate Income Affordable Housing Program.

**JOINT RULES AND REGULATIONS
FOR THE UNITED STATES VIRGIN ISLANDS
LOW AND MODERATE INCOME AFFORDABLE HOUSING PROGRAM**

SECTION I.

CHAPTER 16. LOW AND MODERATE INCOME AFFORDABLE HOUSING PROGRAM

Article 1: General

Section

| | |
|------------------------|-----------------------|
| 29 VIC §940(b)(7)-100. | Authority and Purpose |
| 29 VIC §940(b)(7)-101. | Definitions |
| 29 VIC §940(b)(7)-102. | Delegation |

Article 2: Affordable Housing Financing; Construction and Mortgage Loans; Housing Development Plans and Agreements

Section

| | |
|------------------------|--|
| 29 VIC §940(b)(7)-200. | Qualification of Applicant for Affordable Housing Development |
| 29 VIC §940(b)(7)-201. | Criteria for Affordable Housing Development under the Program |
| 29 VIC §940(b)(7)-202. | Construction Standards, Access for Physically Disabled |
| 29 VIC §940(b)(7)-203. | Non-housing Facilities |
| 29 VIC §940(b)(7)-204. | Bond financing to Applicants of Affordable Housing; Terms and Conditions of Loans and Advances |
| 29 VIC §940(b)(7)-205. | Loan Interest Rate Limitations |
| 29 VIC §940(b)(7)-206. | Construction Progress Payment Disbursements |
| 29 VIC §940(b)(7)-207. | Affordable Housing Development Plans; Application Procedure; Preferences |
| 29 VIC §940(b)(7)-208. | Affordable Housing Development Agreements |
| 29 VIC §940(b)(7)-209. | Coordination between Government Agencies |
| 29 VIC §940(b)(7)-210. | Administration of Housing Trust Fund |
| 29 VIC §940(b)(7)-211. | Limitations on Sale or Rental of Affordable Housing Units |

Article 3: Equal Opportunity; Participation of Project Area Residents, Small Business, and Minorities

Section

| | |
|------------------------|--|
| 29 VIC §940(b)(7)-300. | Equal Employment and Business Opportunity |
| 29 VIC §940(b)(7)-301. | Employment of Project Area Residents and Contractors |
| 29 VIC §940(b)(7)-302. | Equal Housing Opportunity |
| 29 VIC §940(b)(7)-303. | Affirmative Marketing Program |

**JOINT RULES AND REGULATIONS
FOR THE UNITED STATES VIRGIN ISLANDS
LOW AND MODERATE INCOME AFFORDABLE HOUSING PROGRAM**

Article 4: Construction Contract Review

Section

- | | |
|------------------------|---------------------------|
| 29 VIC §940(b)(7)-400. | Procedure |
| 29 VIC §940(b)(7)-401. | Employment of Apprentices |

Article 5: Rental Housing Standards and Procedures

Section

- | | |
|------------------------|----------------------|
| 29 VIC §940(b)(7)-500. | Selection of Tenants |
| 29 VIC §940(b)(7)-501. | Leases |

Article 6: Homeownership Programs: Standards and Procedures

Section

- | | |
|------------------------|---|
| 29 VIC §940(b)(7)-600. | Homeownership Programs; Consistency with Agency "Home Mortgage Program" |
| 29 VIC §940(b)(7)-601. | Agency Loans for Affordable Housing Development |
| 29 VIC §940(b)(7)-602. | Sale of Owner-Occupied Housing Units |
| 29 VIC §940(b)(7)-603. | Compliance with Applicable Law |

Article 7: Legislative Approval of Affordable Housing Developments

Section

- | | |
|------------------------|---|
| 29 VIC §940(b)(7)-700. | Approval of Affordable Housing Plans |
| 29 VIC §940(b)(7)-701. | Contents of Affordable Housing Plans |
| 29 VIC §940(b)(7)-702. | Modification; Supplemental Affordable Housing Plans |
| 29 VIC §940(b)(7)-703. | Register |

Article 8: Tax Incentives

Section

- | | |
|------------------------|---|
| 29 VIC §940(b)(7)-800. | Applicability of Rules under the Industrial Development Program |
| 29 VIC §940(b)(7)-801. | Certificate of Compliance by Applicant |
| 29 VIC §940(b)(7)-802. | Issuance of Certificate of Tax Exemption |
| 29 VIC §940(b)(7)-803. | Tax Exemptions |
| 29 VIC §940(b)(7)-804. | Gross Receipts Tax Exemption |
| 29 VIC §940(b)(7)-805. | Excise Tax Exemption |
| 29 VIC §940(b)(7)-806. | Custom Duties Reduction |
| 29 VIC §940(b)(7)-807. | Reduction of Income Taxes |
| 29 VIC §940(b)(7)-808. | Regular Reports by Applicants and Beneficiaries |
| 29 VIC §940(b)(7)-809. | Reports by Beneficiaries of change in Ownership Stock |

Page 3 of 44

**JOINT RULES AND REGULATIONS
FOR THE UNITED STATES VIRGIN ISLANDS
LOW AND MODERATE INCOME AFFORDABLE HOUSING PROGRAM**

- 29 VIC §940(b)(7)-810. Grounds for Revocation, Suspension or Modification of
Certificates
29 VIC §940(b)(7)-811. Investigation and Proceedings

Article 9: Separability

Section II.

- 29 VIC §940(b)(7)-900. Separability

APPENDIXES

1. Affordable Housing Development Agreement Form
2. Certificate of Compliance of Applicant
3. Certificate of Tax Exemption - Applicant
4. Certificate of Tax Exemption - Beneficiary

**JOINT RULES AND REGULATIONS
FOR THE UNITED STATES VIRGIN ISLANDS
LOW AND MODERATE INCOME AFFORDABLE HOUSING PROGRAM**

SECTION I.

Article 1: General

29 VIC §940(b)(7)-100. Authority and Purpose

This chapter is adopted pursuant to the Low and Moderate Income Affordable Housing Act of 1990 (the "Act") in order to implement the Government's "Affordable Housing Program" as provided for in said Act. These rules and regulations are intended to implement the affordable housing development provisions of the Act, which contemplate the financing and/or the development of affordable housing in the United States Virgin Islands by the Government acting through the Public Finance Authority (the "Authority"), and the Housing Finance Authority (the "Agency") in partnership with the private sector, including private developers, contractors, financial institutions and others.

29 VIC §940(b)(7)--101. Definitions

- (a) "Act" means The Low and Moderate Income Affordable Housing Act of 1990 (Act No. 5523, adopted March 19, 1990), as amended by Act. Act No. 5978, adopted April 14, 1994, and as it may hereafter be amended.
- (b) "Affordable Housing Development Agreement" shall have that meaning provided at Section 932 (d) of Title 29 of the Virgin Islands Code, as amended.
- (c) "Affordable Housing Development Plan" shall have that meaning provided at Section 932(e) of Title 29 of the Virgin Islands Code, as amended.
- (d) "Affordable Housing Plan" shall have that meaning provided at Section 103a of Title 21 of the Virgin Islands Code, as amended.
- (e) "Affordable housing units" means:
 - (1) With respect to living accommodations, a dwelling unit for which a household pays, with regard to a unit for sale, not more than the "applicable percentage" of gross income for mortgage payments, property taxes, insurance and homeowners' association fee, if any, with regard to a rental unit, not more than the "applicable percentage" of gross income for all shelter costs including utilities. The "applicable percentage" for purposes of this definition may be established by the Authority in a manner consistent with the various Federal housing programs designed to assist low- and moderate-income households. To be occupied by very low-income persons, such unit shall be deemed to be affordable if the monthly rent (including property taxes and insurance), does not exceed thirty percent (30%) of that amount which represents eighty percent (80%) of the median adjusted gross annual income for households within the area, divided by 12.

**JOINT RULES AND REGULATIONS
FOR THE UNITED STATES VIRGIN ISLANDS
LOW AND MODERATE INCOME AFFORDABLE HOUSING PROGRAM**

(2) With respect to a dwelling unit to be occupied by very low-income persons, such unit shall be deemed to be affordable if the monthly rent (including utilities), or monthly mortgage payment for such unit (including taxes and insurance), does not exceed thirty percent (30%) of that amount which represents two hundred fifty percent (250%) of the median adjusted gross annual income for households within the area, divided by 12.

(3) With respect to a dwelling unit to be occupied by moderate-income persons, such unit shall be deemed to be affordable if the monthly rent (including utilities), or monthly mortgage payment for such unit (including taxes and insurance), does not exceed thirty percent (30%) of that amount which represents one hundred forty percent (140%) of the median adjusted gross annual income for households within the area, divided by 12.

(4) For purposes of paragraphs (b)-(1), (2) and (3), the applicable median area income for zero bedroom (studio) units shall be the median area income for one person, for one bedroom units it shall be the median area income for the two-person family, for two-bedroom units it shall be the median area income for a four-person family, and for three-bedroom units it shall be the median area income for a six-person family.

(5) For purposes of paragraphs (b)-(1), (2) and (3), if tenants are required to pay for their own utilities, and allowance for eligible utilities other than telephone and cable television shall be the same as that used by the Virgin Islands Housing Authority for Section 8 existing certificate holders under the Section 8 Housing Program in determining the utility allowance and shall be deducted from affordable rent to determine the actual rent to be charged to the tenants.

(6) For purposes of paragraphs (b)-(1), (2), (3) and (4), the applicable percentage of median area income and the applicable median area income may be decreased if necessary to comply with any applicable federal housing law or regulation with respect to the production or occupancy of affordable housing.

(f) "Agency" means the Virgin Islands Housing Finance Authority.

(g) "Applicant" shall have that meaning provided at Section 932 (f) of Title 29 of the Virgin Islands Code. Applicant means any person, firm, partnership, association, joint venture or corporation, or any other entity or combination of entities who at any time after March 19, 1990, submits to the Authority, the Legislature and the Zoning Administrator, pursuant to Title 29, Chapter 3, Section 232a, Virgin Islands Code, an Affordable Housing Development Plan and Agreement. An Applicant shall construct, acquire or rehabilitate an affordable housing development under the Program.

(h) "Authority" means the Virgin Islands Public Finance Authority of the Virgin Islands.

**JOINT RULES AND REGULATIONS
FOR THE UNITED STATES VIRGIN ISLANDS
LOW AND MODERATE INCOME AFFORDABLE HOUSING PROGRAM**

(i) "Beneficiary" means an Applicant and any person who has been certified by an Applicant as providing labor, material or supplies as a contractor or subcontractor, or as a supplier or vendor of construction supplies and materials for use in affordable housing developments to be constructed, rehabilitated or improved pursuant to an Affordable Housing Development Agreement pursuant to which the Applicant has been issued Certificate by the Agency.

(j) "Benefits" means the tax exemptions described in Title 29 V.I.C., Chapter 12, Section 713e, in Section II of the Act, and Article 8 of these regulations. Benefits are provided to an Applicant and Beneficiaries upon issuance by the Agency of a Certificate to such Applicant and each Beneficiary in connection with the construction, rehabilitation or improvement of a housing development under an Affordable Housing Development Agreement.

(k) "Board" means the Board of Directors of the Agency.

(l) "C.F.R." means the United States Code of Federal Regulations.

(m) "Certificate" means the Certificate of Tax Exemption required by Section 713e of Title 29 of the Virgin Islands Code and issued by the Agency to Applicants and Beneficiaries under the provisions of Article 8 of these Rules and Regulations.

(n) "Governor" means the Governor of the United States Virgin Islands, or his or her designee.

(o) "Home Mortgage Program" means the Agency's program for providing mortgage loans to eligible persons and families pursuant to Title 21, Chapter 2, Virgin Islands Code, as amended.

(p) "Housing development" means a project comprised of affordable housing units to be constructed, rehabilitated or improved pursuant to an Affordable Housing Development Agreement, and may include such non-housing facilities as are approved by the Agency, as appropriate.

(q) "Housing Production Facilities" shall have that meaning provided at Section 932(j) of Title 29 of the Virgin Islands Code.

(r) "Housing Trust Fund" means the fund by that name established pursuant to Title 33 Chapter 111 Section 3074 Virgin Islands Code, maintained by the Commissioner of Finance and administered at the direction of the Authority for the exclusive benefit of persons and households of low- and moderate-income within the meaning of the Act and these regulations. Upon the recommendation of the Authority and with the concurrence of the Governor the Legislature shall authorize to be appropriated and deposited in the Housing Trust Fund each year, sums from the Treasury of the United States Virgin Islands to facilitate the construction

Page 7 of 44

**JOINT RULES AND REGULATIONS
FOR THE UNITED STATES VIRGIN ISLANDS
LOW AND MODERATE INCOME AFFORDABLE HOUSING PROGRAM**

financing of housing units for low- and moderate-income residents of the Territory. Except as provided for the establishment and administration of the Housing Trust Fund and the administration of affordable housing permits, monies shall be disbursed from the Housing Trust Fund by the Commissioner of Finance, upon authorization of the Authority exclusively to finance or facilitate financing of the construction or rehabilitation of housing units for low and moderate residents of the Territory. No monies for programs or projects shall be disbursed from the Housing Trust Fund unless prior approval for such program or project is obtained from the Legislature of the Virgin Islands. The Housing Trust Fund shall consist of funds raised by issuance of bonds or other instruments for the financing of low- and moderate-income affordable housing; transfers of monies appropriated to the Agency by the Legislature for low, affordable, or moderate-income housing related projects and approved by the Director of Management and Budget, and such other amounts as may from time to time be appropriated by the Legislature for such purposes.

(s) "HUD" means the United States Department of Housing and Urban Development, its successor or its designee.

(t) "Legislature" means the Legislature of the United States Virgin Islands.

(u) "Median adjusted gross annual income for the area" or "median area income" shall have that meaning provided in the applicable rules and regulations of the HUD Section 8 assisted-housing programs and as provided in the Rules and Regulations of the Agency.

(v) "Owner-occupied housing development" means a housing development consisting of dwelling units intended for sale to low- and moderate-income persons and families and shall not include rental housing or vacation homes.

(w) "Person" means an individual, family, corporation, proprietorship, partnership, joint venture, association or any other entity.

(x) "Persons and families of low- or moderate-income" include any of the following:

(1) A "very low-income person or family" is a person or family whose income does not exceed eighty percent (80%) of the median adjusted gross annual income for the area, as determine by HUD, with adjustments for smaller and larger families.

(2) A "low-income person or family" is a person or family whose income does not exceed one hundred forty percent (140%) of the median adjusted gross annual income for the area, as determined by HUD with adjustments for smaller or larger families, except that income limits higher or lower than 140% percent may be established on the basis of Agency findings that such variations are necessary because of the prevailing levels of construction costs, unusually high or low incomes, or other factors or because of higher or lower requirements under any applicable federal housing law or regulation.

**JOINT RULES AND REGULATIONS
FOR THE UNITED STATES VIRGIN ISLANDS
LOW AND MODERATE INCOME AFFORDABLE HOUSING PROGRAM**

(3) A "moderate-income person or family" is a person or family whose income does not exceed two hundred fifty percent (250%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that income limits higher or lower than 250% may be established on the basis of Agency findings that such variations are necessary because of the prevailing levels of construction costs, unusually high or low incomes, or other factors or because of higher or lower requirements under any applicable federal housing law or regulation.

(y) "Program" means the United States Virgin Islands Affordable Housing Program established pursuant to the Act and these rules and regulations.

(aa) "Project Manager" means the person selected by the Governor to manage on behalf of the Authority, the day-to-day operation of the Affordable Housing Program.

(bb) "Rental housing development" means a housing development intended for occupancy by tenants and which shall not include owner-occupied housing units.

(cc) "Resident of the Virgin Islands" or "Resident" means (1) any United States citizen domiciled in the United States Virgin Islands or (2) the holder of an alien registration card and domiciled in the United States Virgin Islands or (3) a corporation licensed to do business in the United States Virgin Islands.

(dd) "Rules and Regulations of the Agency" means the unpublished rules and regulations of the Virgin Islands Housing Finance Authority adopted by the Board on February 13, 1992, amended on December 5, 2013, which rules and regulations govern the internal operation and administration of Agency programs, including the Home Mortgage Program.

(ee) "Section 8 Housing Program" means the Section 8 Housing Program authorized pursuant to Section 8 of the United States Housing Act of 1937, as amended, and the regulations thereunder at 24 C.F.R., parts 880 through 884.

(ff) "Section 8 assisted-housing development" means a housing development or that part of a housing development, containing units subject to an "Annual Contributions contract" as defined by 24 C.F.R. §883.202.

29 VIC §940(b)(7) 102. Delegation

Any act, duty, consent or approval required to be given by the Authority may be performed by the Agency, pursuant to any appropriate memorandum of understanding, agreement, resolution or other act of the Authority confirmed in writing, including but not limited to, the approval of loans, advances or grants under Article 2 hereof.